CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT **(Amendment #17)** is made and entered into between the Montana Department of Corrections (Department) 5 South Last Chance Gulch,, Helena, Montana 59620-1301 and **CoreCivic, Inc.** formerly Corrections Corporation of America, (Contractor) 10 Burton Hills Boulevard, Nashville, Tennessee 37215. This amendment shall be effective upon the date of the final signature set forth herein.

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION V

Compensation and Adjustments

The first two paragraphs of Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate effective **July 1, 2019 and ending June 30, 2020 shall be $69.63** per inmate day for each MDOC inmate housed at the Facility and the Operations and Management per diem rate effective **July 1, 2020 and ending June 30, 2021 shall be $70.90** per inmate day for each MDOC inmate housed at the Facility. This rate will remain in effect until changed by mutual agreement. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The rest of Subsection D remains as written in Amendment 16.

SECTION XII

Facility Administration

Subsection G shall be revised to read as follows:

G The Department's Contract Monitor and Investigator shall each be provided an office and furnishings including dedicated telephone lines for their sole use at no cost to the Department. Contractor shall be responsible for work-related long-distance telephone call expenses. The Department's Contract Monitor and Investigator shall have direct access, in their offices, to the onsite camera system and available recorded information. After assignment of such workspace, no change in the workspace or equipment shall be made by Contractor without the prior written consent of the Department. Contractor shall provide equipment for the use of the Contract Monitor(s) at no cost to Department.

SECTION XIX

Academic, Vocational, Counseling & Recreational Services

This paragraph is revised to read as follows:

Academic and Vocational Programs must be comparable to courses offered at Montana State Prison in order to provide a continuum of training for transferred inmates. As the Department transitions to Evidence-Based programming, the Department will review the facility's education and treatment programs to ensure that the Contractor's programs are compatible with the Department's program offerings. In the event the Department requires the Contractor to amend its program offerings to be consistent with the new Evidence-Based programs offered in Department locations, the Contractor will pay for any incremental costs incurred to make the changes.

Counseling

A new subparagraph E is added as follows:

E. The Department and the Contractor will mutually determine a schedule for the facility's Case Managers, Unit Managers and Correctional Counselors to receive the training that is prerequisite for these staff members to correctly conduct Montana Offender Reentry and Risk Assessment (MORRA) assessments. Upon each staff member's completion of the training, the staff member will be required to perform all case management functions using the applicable MORRA tool - either the RT-Reentry Tool or the SRT-Supplemental Reentry Tool.

The cost of the training will be borne by the Department, except that the Contractor shall pay for its staff members' travel, lodging and meals for MORRA training that is provided at a location other than the Contractor's facility. To maintain the necessary staffing levels of the Contractor's facility, no more than four Contractor staff members will be required at a time for offsite training.

SECTION XVII

General Requirements

Subsection B shall be revised to read as follows:

B. During each 24-hour period, the Contractor must provide the appropriate Dietary Reference Intakes (DRIs) for male inmates published by the Food and Nutrition Board of the National Academy of Sciences as approved by the Department on an annual basis. The food service area must comply with state and local health regulations.

SECTION XVIII

Health Services

Subsection C.6. shall be revised to read as follows:

6. daily triage of complaints, with those inmates referred for primary care physician services being seen within fourteen (14) calendar days of the referral.

SECTION XXV

Inmate Telephones/Commissions

This section is revised to read as follows

A. The Contractor shall contract with the MDOC's preferred inmate communications provider. Inmate communications shall include, but not be limited to, inmate telephones, tablets, a video visitation solution and any and all security capabilities as required by the Department. The inmate communications, rates. fees and charges shall be comparable to the rates for comparable services in MDOC-operated facilities.

B. Monies received from use of the inmate communications shall be deposited in a separate account and utilized for inmate rehabilitative needs. in conformity with the Montana State Prison Inmate Welfare Fund.

C. The inmate communications system shall include the capability to monitor and record inmate communications. the ability to ensure that certain inmate communications cannot be monitored (i.e. attorney communications), and the ability to control the number of telephone numbers and visitors the inmates can communicate with.

APPENDIX II

Appendix II A. shall be deleted in its entirety and replaced with the attached Appendix II A., Crossroads Correctional Center Staffing Pattern dated 06-30-20.

Attachment A. shall be deleted in its entirety and replaced with the attached Attachment A., Inventory of DOC & MSP Policies & Procedures that apply to Crossroads Correctional Center (CCC) Facility (12-1-19)

DEPARTMENT

Reginald Michael, Director
Montana Department of Corrections

9/1/2020
Date

Steve Bullock, Governor
State of Montana

9/3/20
Date

CONTRACTOR

Natasha Metcalf, Vice President
Partner Contracts Counsel
CoreCivic, Inc.

8/31/2020
Date

Approved for Legal Content by:

Colleen E. Ambrose
Chief Legal Counsel
Montana Department of Corrections

8/26/2020
Date

Approved as to Form:

Procurement Officer
Montana Department of Corrections

8/27/2020
Date

ATTACHMENT A

Inventory of DOC & MSP Policies & Procedures that apply to CCC Facility (6-25-20)

The policies and or procedures highlighted in yellow and underlined are policies and or procedures that must be adopted by the CCC facility. The other listed policies and or procedures must be substantially complied with as determined by the MDOC.

DOC Policies that apply to CCC facility

Chapter 1

1.1.6, Priority Incident Reporting and Acting Director System
1.1.7, Quality Assurance
1.1.8, Media Relations
1.1.10, Department Facility/Program Tours

1.2.6, Offender Financial Transactions
1.2.10. Commissary/Canteen
1.2.12, Inmate Welfare Accounts

1.3.12, Staff Association and Conduct with Offenders

1.1.17, Prison Rape Elimination Act (PREA)
1.3.15, Americans with Disabilities Act (ADA)
1.3.16, Volunteer Services
1.3.35, Blood-borne Pathogens Exposure Control Plan

1.4.1, Staff Development and Training
1.5.4, Transfer of Offender Records
1.5.5, Offender Records Management, Access and Release
1.5.7, Case Records Auditing

1.7.1, Information Technology Services
1.7.3, Data Quality
1.7.5, Video Conferencing Services
1.7.6, Unlawful Use of IT Resources
1.7.7, Computer Security
1.7.9, Acceptable Use of IT Resources (applicable to State-owned equipment only)
1.7.13, Offender Access to Computers (applicable to State-owned equipment only)
1.7.14, Software Licenses (applicable to State-owned equipment only)

1.8.1, Victim Services
1.8.1A, Victim Services Standard Operation Procedure

1.9.3 Offender Access to Computers

Chapter 2

2.2.1, Facility Design/Capacity
2.1.1, Facility Maintenance

Chapter 3

3.1.1 , Management of the Security Program
3.1.2 RD, Facility Security Manuals
3.1.3 , Log and Record-keeping Systems (use of red ink is acceptable)
3.1.4 RD, Perimeter Security
3.1.5 , Entrance Procedures and Detainment of Non-offenders
3.1.6 RD, Control Center Operations
3.1.7 RD, Emergency Equipment & Armory Operations
3.1.8 RD, Use of Force & Restraints

3.1.11, Offender Movement Control
3.1.12, Offender Escort and Transport
3.1.13, Key Control
3.1.15, Security Inspections
3.1.17, Searches and Contraband Control
3.1.19, Investigations
3.1.20, Offender Drug Testing Program
3.1.24 RD, Security Threat Group and Street Gang Identification & Management
3.1.26, Polygraph Tests for Offenders
3.1.28, Crime Scene and Physical Evidence Preservation
3.1.30, Offender Escorted Leave
3.1.33, Communication Systems
3.1.34, Correctional Facility Staffing

3.2.1, Fire and Life Safety
3.2.1A, Emergency Operation Plan
3.2.12, Control and Use of Hazardous Materials

3.3.2, Offender Legal Access to Courts
3.3.3, Offender Grievance Program
3.3.4, Media Access to Offenders
3.3.5, Offender/Staff Communication Methods
3.3.6, Offender Mail
3.3.7, Offender Access to Telephones
3.3.8, Offender Visiting
3.3.9, Offender Marriages

3.4.1, Adult Institutional Discipline
3.4.2, Prohibited Acts
3.4.3, Tobacco Use Regulations

3.5.1, Locked Housing Unit Operations
3.5.5, Behavior Management Plans

Chapter 4

4.1.1, Offender Admissions Process
4.1.2, Offender Reception & Orientation

4.1.3, Offender Personal Property
4.1.4, Indigent Status

4.2.1, Offender Classification System
4.2.2, Special Needs Offenders

4.3.1, General Food Service Operations
4.3.2, Menu Planning
4.3.3 Food Service Safety and Sanitation
4.3.4, Food Service in Special Housing Units

4.4.1, Offender Hygiene, Clothing, & Linen Supplies
4.4.2, Facility Sanitation & Pest Control

4.5.2, Responsible Health Authority
4.5.22 Offender Health Care Continuity
4.5.3, Medical Autonomy
4.5.4 , Health Care Credentialing
4.5.5 , Health Care Unit Policies and Procedures
4.5.6, Administrative Meetings and Reports

4.6.7, Medical Parole
4.6.2, Release and Transfer and Movement Procedures
4.6.5, Adult Detention Placements
4.6.6, Furlough Program
4.6.3, DOC Commitments

Chapter 5

5.1.1, Inmate Assignments
5.1.3, Adult Offender Participation in a Community Work Program
5.1.4, Forced Labor
5.1.6, Wild Land Fire Suppression Crews
5.2.2, Program Implementation Checklist
5.3.2, Library Services
5.4.1, Offender Treatment Programs

5.5.2 , Inmate Organizations
5.5.3 , Recreation Programs
5.5.4 , Hobby Programs for Adult Facilities
5.6.1, Religious Programs

Inventory of MSP Operational procedures that apply to CCC facility as of 6-24-20

1.2.10 Canteen
1.2.12 Inmate Welfare
1.3.101 Tobacco Use
3.1.12, Inmate escort and transport
3.1.8A, Use of Chemical Agents & Oleoresin Capsicum (OC)
3.1.12 Offender Escort and Transportation

3.1.33 Radio Communications
3.3.3. Inmate grievance program
3.3.6. Inmate Correspondence, Publications & Packages
3.3.8 Inmate Visiting
3.4.1,Institutional discipline
3.4.100 Pre-Hearing Confinement
3.5.1 Locked Housing Operations
3.6.1 : Religious Programs

4.1.3. Inmate Personal property

4.2.1, Inmate classification system
4.2.200 Special Management Inmates
4.2.202 Inmate Separation Needs
4.4.1 Inmate hygiene, clothing and Living spaces
4.8.100, CPB operations

5.1.4, Forced labor

5.5.2

5.5.4, Hobby crafts program

12-002 Indigent
14-001 Indigent Legal

The following policies are currently not applicable at CCC because the services, programs or devices that they govern are not used or performed at the facility. If the facility's scope of work changes in the future such that these policies are applicable, then CCC shall substantially comply with them:

3.1.32, Electronic Monitoring System
5.1.5, Offender Community Presentations
5.2.1, Correctional Enterprises

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT **(Amendment #16)** is made and entered into between the Montana Department of Corrections (Department) 5 South Last Chance Gulch,, Helena, Montana 59620-1301 and **CoreCivic, Inc.** formerly Corrections Corporation of America, (Contractor) 10 Burton Hills Boulevard, Nashville, Tennessee 37215. This amendment shall be effective upon the date of the final signature set forth herein.

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION II

General Requirements

Subsection J shall be revised to read as follows:

J. In Amendment #13, the Department authorized the Contractor to add a third bunk ("Third Bunks") in some cells for the purpose of housing a total of 53 additional MDOC inmates at the facility through June 30, 2015. Notwithstanding any other provision herein or in the Development Agreement, the Department authorizes the Contractor to continue housing MDOC inmates in the 53 bunks that were added pursuant to Amendment #13 through June 30, 2021.

SECTION III

Duration

Subsection A shall be revised to read as follows:

The original contract between the parties contemplated a contract for a maximum period of 20 years. The parties now agree that the Operations and Management Contract will be extended for an additional two (2) year period through June 30, 2021. The parties may agree to renew this contract for an additional two-year period, said period subject to satisfactory evidence of contractual compliance.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate effective **upon execution of this Amendment 16 and ending June 30, 2021 shall be $69.00** per inmate day for each MDOC inmate housed at the Facility. This rate will remain in effect until changed by mutual agreement. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

Beginning upon the execution of this Amendment 16 and of Amendment #3 to the Facility Development Contract, MDOC shall pay the $3.14 New Use Fee referenced in Section II, subsection (F)(2)b of the Facility Development Contract for the first 510 MDOC inmates housed at the Facility. The Contractor agrees to charge and collect from all other approved jurisdictions a daily use fee of $3.14 for all other inmates housed at the Crossroads facility. A New Use Fee account will begin to accrue with the first payment of this New Use Fee pursuant to Section II, subsection (F)(2)b of the Facility Development Contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I to this Amendment. If the parties agree to renew this Contract pursuant to Section III.A, Appendix I shall be replaced with the prevailing wage rates as issued by the Commissioner of Labor and Industry and in effect on the date the contract renewal is signed. The parties agree to adjust the per diem rate to take the effective prevailing wage rates into consideration.

The MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two 48 bed blocks used for the USMS and the Third Bunks, before placing inmates in the 48 bed dorm.

SECTION XI

Prevailing Wage and Preferences

Subsection A is revised to read as follows:

A. Effective with the first pay period that begins after the effective date of this Amendment 16 the Contractor agrees to pay the applicable standard prevailing rate of wages as determined by the Commissioner of Labor and Industry, State of Montana, and as published January 27, 2018, for work performed by Contractor's employees or the employees of Contractor's subcontractors. Appendix I contains the applicable Montana

standard prevailing rate of wages, including fringe benefits, published January 27, 2018 and is incorporated herein by reference.

SECTION XII

The first paragraph is revised to read as follows:

The Contractor shall confine and supervise Montana inmates and, subject to the prior written approval of the Contractor, other inmates from approved jurisdictions that the Department has determined are suitable for transfer to Facility. Contractor shall not be required to house inmates whose conviction originated in another state court or in any federal court; provided, however, that Contractor shall be allowed to contract with another jurisdiction to house its inmates subject to the Department's approval, said approval not to be unreasonably withheld. Contractor shall retain compensation paid by such third party jurisdiction for the housing of their inmates. Contractor shall apply the $3.14 per inmate per day use fee for all inmates (MDOC and Non-MDOC) as directed in Amendment #3 of the Contract for Facility Development. Contractor shall furnish subsistence and all necessary routine medical, dental and mental health care; provide for the inmates' physical needs; provide programs, training and treatment required by the Department in accordance with this Contract which are consistent with individual needs; retain the inmates in safe, supervised custody; maintain proper discipline and control; make certain that sentences and orders of the committing court are faithfully executed; provide access to legal assistance for inmates of the Facility; and comply with all applicable federal and state constitutional requirements, laws, rules, regulations, ordinances and court orders.

SECTION XV

Training

Subsection C is added to read as follows:

C. The State of Montana, or its designee or contractor, will provide human rights training to Contractor employees and inmates at the Crossroads facility semiannually. The State will be responsible for the cost of this training.

SECTION XIX

Academic, Vocational Services

Subsection C is added to read as follows:

C. Beginning July 1, 2019, the Contractor will fund three additional FTE positions, assigned and allocated as agreed between the Department and the Contractor, for substance use treatment, vocational education, or other roles. In advance of the July 1, 2019 start date, the parties will mutually determine what specific programs the three employees will facilitate.

APPENDIX I

Appendix I shall be deleted in its entirety and replaced with the attached Appendix I, Commissioner of Labor and Industry prevailing wage schedule published January 27, 2018.

DEPARTMENT

Reginald Michael, Director
Montana Department of Corrections

11/8/18
Date

CONTRACTOR

Natasha Metcalf, Vice President
Partnership Development
CoreCivic, Inc.

11/8/18
Date

Steve Bullock, Governor
State of Montana

Nov. 13, 2018
Date

Approved for Legal Content by:

Colleen Ambrose
Chief Legal Counsel
Montana Department of Corrections

11/8/18
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT **(Amendment #15)** is made and entered into between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills Boulevard, Nashville, Tennessee 37215
WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION II

General Requirements

Subsection J shall be revised to read as follows:

J. In Amendment #13, the Department authorized the Contractor to add a third bunk ("Third Bunks") in some cells for the purpose of housing a total of 53 additional MDOC inmates at the facility through June 30, 2015. Notwithstanding any other provision herein or in the Development Agreement, the Department authorizes the Contractor to continue housing MDOC inmates in the 53 bunks that were added pursuant to Amendment #13 through June 30, 2017.

APPENDIX II

Appendix II A. shall be deleted in its entirety and replaced with the attached Appendix II A., Crossroads Correctional Center Staffing Pattern dated July 28, 2016.

DEPARTMENT

S Wooten for M. Batista

Mike Batista, Director
Montana Department of Corrections

9-6-16
Date

Steve Bullock, Governor
State of Montana

9/26/16
Date

CONTRACTOR

Natasha Metcalf

Natasha Metcalf, Vice President
Partnership Development
Corrections Corporation of America

10/17/16
Date

Approved for Legal Content by:

Colleen Ambrose

Colleen Ambrose
Chief Legal Counsel
Montana Department of Corrections

9-2-16
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #14**) is made and entered into between the Montana Department of Corrections (Department) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills Boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION II

General Requirements

Subsection H shall be revised to read as follows:

H. The Facility will house adult male offenders of all custody levels as authorized by the Private Correctional Facility Act: 53-30-601 through 53-30-611, M.C.A. The Contractor shall comply with the provisions of 53-30-603, M.C.A. for housing inmates. In the event the law permits housing inmates, other than those assigned by the Department, the Department retains first option to house its inmates in the Facility, subject to the terms of this Contract. In the event the Department desires to house inmates in the facility in beds occupied by inmates from another entity, the Department shall provide one hundred fifty days written notice to Contractor and shall guarantee payment of the requested beds for a period of one hundred fifty days thereafter, subject to the following exception. *Exception -If the number of beds requested includes a cell block of fewer than 40 occupied beds, the Department shall guarantee payment for only 40 beds for that cell block and shall guarantee full payment for the requested beds for all other cell blocks for a period of one hundred fifty days thereafter.

Subsection J shall be revised to read as follows:

J. In Amendment #13, the Department authorized the Contractor to add a third bunk ("Third Bunks") in some cells for the purpose of housing a total of 53 additional MDOC inmates at the facility through June 30, 2015. Notwithstanding any other provision herein or in the Development Agreement, the Department authorizes the Contractor to continue housing MDOC inmates in the 53 bunks that were added pursuant to Amendment #13 through June 30, 2016.

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT **(Amendment #15)** is made and entered into between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills Boulevard, Nashville, Tennessee 37215
WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION II

General Requirements

Subsection J shall be revised to read as follows:

J. In Amendment #13, the Department authorized the Contractor to add a third bunk ("Third Bunks") in some cells for the purpose of housing a total of 53 additional MDOC inmates at the facility through June 30, 2015. Notwithstanding any other provision herein or in the Development Agreement, the Department authorizes the Contractor to continue housing MDOC inmates in the 53 bunks that were added pursuant to Amendment #13 through June 30, 2017.

APPENDIX II

Appendix II A. shall be deleted in its entirety and replaced with the attached Appendix II A., Crossroads Correctional Center Staffing Pattern dated July 28, 2016.

DEPARTMENT

S Wooten for M. Batista

Mike Batista, Director
Montana Department of Corrections

9-6-16
Date

Steve Bullock, Governor
State of Montana

9/26/16
Date

CONTRACTOR

Natasha Metcalf

Natasha Metcalf, Vice President
Partnership Development
Corrections Corporation of America

10/17/16
Date

Approved for Legal Content by:

Colleen Ambrose

Colleen Ambrose
Chief Legal Counsel
Montana Department of Corrections

9-2-16
Date

SECTION III

Duration

Subsection A shall be revised to read as follows:

A. The Operations and Management Contract has been extended from July 1, 2015 through June 30, 2017. The parties may renew this Contract for one additional two (2)-year period, all said periods subject to satisfactory evidence of contractual compliance. The original contract term began September 1, 1999 and the total life of the Contract, including renewals, shall not go beyond June 30, 2019.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate effective **July 1, 2015 and ending June 30, 2016 shall be $63.51** per inmate day for each MDOC inmate housed at the Facility and the Operations and Management per diem rate effective **July 1, 2016 and ending June 30, 2017 shall be $64.73** per inmate day for each MDOC inmate housed at the Facility. This rate will remain in effect until changed by mutual agreement. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 48 bed dorm completed in 2004 or for any MDOC inmate assigned to the Third Bunks. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in the 48 bed dorm or at the Facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment effective July 1, 2015 is contingent upon the continuation of the prevailing wage rates set forth in Appendix I to this Amendment. If the parties agree to renew this Contract pursuant to Section III.A, Appendix I shall be replaced with the prevailing wage rates as issued by the Commissioner of Labor and Industry and in effect on the date the contract renewal is signed. The parties agree to adjust the per diem rate to take the effective prevailing wage rates into consideration.

The MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two 48 bed blocks used for the USMS and the Third Bunks, before placing inmates in the 48 bed dorm.

SECTION XI

Prevailing Wage and Preferences

Subsection A is revised to read as follows:

A. Effective July 1, 2015, the Contractor agrees to pay the applicable standard prevailing rate of wages as determined by the Commissioner of Labor and Industry, State of Montana, and as published January 2, 2015, for work performed by Contractor's employees or the employees of Contractor's subcontractors. Appendix I contains the applicable Montana standard prevailing rate of wages, including fringe benefits, published January 2, 2015 and is incorporated herein by reference.

SECTION XIV

Personnel

Subsection B shall be revised to read as follows:

B. **Facility Staffing Pattern and Mandatory Posts**. The Facility staffing pattern shall, at a minimum, include the positions listed in Appendix II A. (Facility Staffing Pattern) with all positions staffed by qualified employees. It is understood and agreed that from time to time a vacancy may occur in staff positions required by the staffing pattern. A vacancy in a position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position, and no other qualified person or employee is available to perform the duties of that position. Contractor shall notify the Department Contract Monitor in writing within three (3) working days after the date a position becomes vacant.

The Shift Rosters in Appendix II B and Appendix II C identify, with asterisks and bold print, the posts that are considered mandatory. Absent an institution emergency or other unforeseeable contingency, the Contractor shall provide 100% coverage of all mandatory posts in accordance with Appendices II B and II C. 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 as soon as the Contractor is aware of a potential or actual mandatory post vacancy of more than two hours. The notification shall be immediately followed with 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.

The Department, through its Contract Placement Chief, and the Contractor, through its Vice President of Operations, may mutually agree in writing to modify the Shift Roster in proportion to the population level, security and programming needs without being required to execute a formal contract amendment. However, any revised Shift Roster shall be maintained as part of the parties' respective contract files.

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 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 Monitor shall have access to these time records at all times.

Financial Penalty. If any position is left vacant for more than ninety (90) days the Contractor will incur a financial penalty of twice (2X) the starting salary and benefits of the position, using the 365-day method, for every day the position remains vacant after the initial 90 days. The Department will reduce the monthly per diem payment by an amount that reflects the financial penalty. However, Contractor may, prior to the expiration of the ninety (90) day period, request that the Department grant an extension of thirty (30) days. The request for extension must include: 1) evidence that the Contractor has diligently advertised the vacant position, and 2) copies of all applications or resumes submitted for the vacancy. The Department may, at its sole discretion, grant one thirty (30) day extension. The Contractor will not be assessed a financial penalty for failing to timely fill a vacant non-security position if the Contractor continues to provide the service by contracting for the provision of the service and the Contractor continues to exercise due diligence in filling the position. Staff who are attending the initial training academy cannot be counted as staff in the staffing pattern for purposes of filling a vacancy.

Any time a mandatory post is not covered for more than two hours, the Department may immediately reduce the monthly 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.

SECTION XXVII

Subsection B shall be revised to read as follows:

B. Inmates placed in the Facility may not be reduced to a classification of lower risk unless mutually agreed to by the Department and Contractor consistent with the policies and procedures of the Department. The Contractor will be required to perform a custody reclassification review in accordance with timelines established under Department policy

4.2.1. Contractor shall provide the Department with a summary of reclassification decisions on a monthly basis.

APPENDIX I

Appendix I shall be deleted in its entirety and replaced with the attached Appendix I, Commissioner of Labor and Industry prevailing wage schedule published January 2, 2015.

APPENDIX II

Appendix II A shall be deleted in its entirety and replaced with the attached Appendix II A, Crossroads Correctional Center Staffing Pattern dated September 3, 2015.

Appendix II B and Appendix II C shall be deleted and replaced with the attached Appendix II B, the day Shift Roster, and II C, the night Shift Roster.

Attachment A

Attachment A shall be deleted in its entirety and replaced with the attached Attachment A, Inventory of DOC & MSP Policies & Procedures that apply to Crossroads Correctional Center dated 7-01-15.

DEPARTMENT

Mike Batista, Director
Montana Department of Corrections

9/17/15
Date

CONTRACTOR

Natasha Metcalf, Vice President
Partnership Development
Corrections Corporation of America

10/26/15
Date

Steve Bullock, Governor
State of Montana

10/14/15
Date

Approved for Legal Content by:

Colleen Ambrose
Chief Legal Counsel
Montana Department of Corrections

9/17/15
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT **(Amendment #13)** is made and entered into between the Montana Department of Corrections (Department) 5 South Last Chance Gulch, P.O. Box 201301, Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills Boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION II

General Requirements

(J.) Notwithstanding, any other provision herein or in the Development Agreement, the Department authorizes the Contractor to add a third bunk in some cells for a total of 53 additional beds to house MDOC inmates

SECTION III

Duration

Subsection A shall be revised to read as follows:

A. The Operations and Management Contract has been extended from July 1, 2013 through June 30, 2015, pursuant to Amendment # 12. This Amendment #13 shall be effective through June 30, 2015. The parties may renew this Contract for two (2) additional two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The original contract term began September 1, 1999 and the total life of the Contract, including renewals, shall not go beyond June 30, 2019.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate effective **July 1, 2013 and ending June 30, 2014 shall be $59.83** per inmate day for each MDOC inmate housed at the Facility and the Operations and Management per diem rate effective **July 1, 2014 and ending June 30, 2015 shall be $61.03** per inmate day for each MDOC inmate housed at the Facility. This rate will remain in effect until changed by mutual agreement. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 48 bed dorm completed in 2004 or for any MDOC inmate housed in the 53 beds added pursuant to this Amendment #13 . However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in ~~this~~ the 48 bed dorm or at the Facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in Amendment #12, effective July 1, 2013 is contingent upon the continuation of the prevailing wage rates set forth in Appendix I to ~~this~~ Amendment #12. These per diem rates and prevailing wages will remain in effect during the term of this Amendment #13 until the next contract renewal and amendment. If the parties agree to renew this Contract pursuant to Section III.A, Appendix I shall be replaced with the prevailing wage rates as issued by the Commissioner of Labor and Industry and in effect on the date the contract renewal is signed. The parties agree to adjust the per diem rate to take the effective prevailing wage rates into consideration.

The MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two 48 bed blocks used for the USMS, before placing inmates in the 48 bed dorm.

APPENDIX II

Appendix II A. shall be deleted in its entirety and replaced with the attached Appendix II A., Crossroads Correctional Center Staffing Pattern dated May 6, 2014.

DEPARTMENT

Lorain Wood for M. Batista

Mike Batista, Director
Montana Department of Corrections

9-18-14
Date

Steve Bullock, Governor
State of Montana

Sept. 18, 2014
Date

CONTRACTOR

Natasha K. Metcalf

Natasha Metcalf, Vice President
Partnership Development
Corrections Corporation of America

10/6/14
Date

Approved for Legal Content by:

Colleen Ambrose
Chief Legal Counsel
Montana Department of Corrections

9-18-14
Date

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
656 Male Beds (560 MT / 96 USMS)

CONTRACT STAFFING PATTERN - REVISED

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	15.00
SECURITY OPERATIONS	54.00
UNIT MANAGEMENT	59.40
MAINTENANCE	4.00
SERVICES	3.00
PROGRAMS	17.00
HEALTH SERVICES	17.20
TOTAL	**169.60**

MANAGEMENT / SUPPORT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
WARDEN		1016	1	0	0	5	80	1.00	1.00
ASST WARDEN		1003	1	0	0	5	80	1.00	1.00
MANAGER, LEARNING AND DEVELOPMENT		2115	1	0	0	5	80	1.00	1.00
MANAGER, OPERATIONS FINANCE		1031	1	0	0	5	80	1.00	1.00
MANAGER, HUMAN RESOURCES		5019	1	0	0	5	80	1.00	1.00
HUMAN RESOURCES ASSISTANT		5076	1	0	0	5	80	1.00	1.00
MANAGER, QUALITY ASSURANCE		2009	1	0	0	5	80	1.00	1.00
SAFETY MANAGER		9041	1	0	0	5	80	1.00	1.00
INVESTIGATOR	STG Coordinator	2051	1	0	0	5	80	1.00	1.00
MASTER SCHEDULER		5082	1	0	0	5	80	1.00	1.00
GRIEVANCE COORDINATOR		2063	1	0	0	5	80	1.00	1.00
SECRETARY		5014	1	0	0	5	80	1.00	1.00
MAILROOM CLERK		5009	2	0	0	5	80	1.00	2.00
ADMINISTRATIVE CLERK		5002	1	0	0	5	80	1.00	1.00
TOTAL			**15**	**0**	**0**				**15.00**

SECURITY OPERATIONS - 8HR SHIFTS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
CHIEF OF SECURITY		1005	1	0	0	5	80	1.00	1.00
CORRECTIONAL OFFICER	Visitation	9003	2	0	0	5	80	1.00	2.00
CORRECTIONAL OFFICER	Work Detail	9003	1	0	0	5	80	1.00	1.00
CORRECTIONAL OFFICER	Laundry	9003	0	1	0	5	80	1.20	1.00
CORRECTIONAL OFFICER	Utility/Education	9003	1	0	0	5	80	1.20	1.00
CORRECTIONAL OFFICER	Armory/Key Control	9003	1	0	0	5	80	1.00	1.00
CORRECTIONAL OFFICER	Transportation	9003	2	0	0	5	80	1.20	2.00
CORRECTIONAL OFFICER	Utility/Recreation-Segregatic	9003	1	0	0	5	80	1.20	1.00
ADMINISTRATIVE CLERK		5002	1	0	0	5	80	1.00	1.00

SECURITY OPERATIONS - 12HR SHIFTS	Post / Assignment	Job Code	1st Shift	2nd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
SHIFT SUPERVISOR		1014	1	1	7	84	2.20	5.00
ASST SHIFT SUPERVISOR		9101	1	1	7	84	2.20	5.00
CORRECTIONAL OFFICER	Front Lobby	9003	1	0	7	84	2.20	2.20
CORRECTIONAL OFFICER	Central Control	9003	2	1	7	84	2.20	6.60
CORRECTIONAL OFFICER	Perimeter Patrol (Mobile)	9003	1	1	7	84	2.20	4.40
CORRECTIONAL OFFICER	Recreation	9003	2	0	7	84	2.20	4.40
CORRECTIONAL OFFICER	Utility/Search & Escort	9003	2	2	7	84	2.20	8.80
CORRECTIONAL OFFICER	Medical	9003	1	1	7	84	2.20	4.40
CORRECTIONAL OFFICER	Kitchen	9003	1	0	7	84	2.20	2.20
TOTAL			**20**	**7**				**54.00**

CROSSROADS CORRECTIONAL CENTER **CONTRACT STAFFING PATTERN - REVISED**

Shelby, Montana

656 Male Beds (560 MT / 96 USMS)

UNIT MANAGEMENT - 8HR SHIFTS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
CHIEF OF UNIT MANAGEMENT		1032	1	0	0	5	80	1.00	1.00
ADMINISTRATIVE CLERK		5002	1	0	0	5	80	1.00	1.00
RECORDS CLERK		5013	1	0	0	5	80	1.00	1.00
UNIT MANAGER		1015	2	0	0	5	80	1.00	2.00
CASE MANAGER		2003	2	2	0	5	80	1.00	4.00
CORRECTIONAL COUNSELOR		2089	2	0	0	5	80	1.00	2.00
UNIT MANAGEMENT - 12HR SHIFTS	**Post / Assignment**	**Job Code**	**1st Shift**	**2nd Shift**		**Days Covered**	**Hrs/ PP**	**Relief Factor**	**Total Staff**
UNIT MANAGEMENT #1 (256-Bed Cellblock / 48-Bed Dorm / 48-Bed Segregation)									
SR CORRECTIONAL OFFICER		9012	1	1		7	84	2.20	4.40
CORRECTIONAL OFFICER	Housing	9003	3	3		7	84	2.20	13.20
CORRECTIONAL OFFICER	Housing-Segregation	9003	1	1		7	84	2.20	4.40
UNIT MANAGEMENT #2 (256-Bed Cellblock / 96-Bed Cellblock - USMS)									
SR CORRECTIONAL OFFICER		9012	1	1		7	84	2.20	4.40
CORRECTIONAL OFFICER	Housing	9003	5	5		7	84	2.20	22.00
TOTAL			**20**	**13**					**59.40**

MAINTENANCE	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
MAINTENANCE SUPERVISOR		1009	1	0	0	5	80	1.00	1.00
MAINTENANCE WORKER		6003	3	0	0	5	80	1.00	3.00
TOTAL			**4**	**0**	**0**				**4.00**

SERVICES	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
WAREHOUSE MANAGER		1017	1	0	0	5	80	1.00	1.00
WAREHOUSE/COMMISSARY WORKER		9046	2	0	0	5	80	1.00	2.00
* FOOD SERVICE MANAGER		1008	1	0	0	5	80	1.00	Contract
* FOOD SERVICE WORKER	Supervisor	9006	1	1	0	5	80	1.40	Contract
TOTAL			**5**	**1**	**0**				**3.00**

PROGRAMS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
CLASSIFICATION SUPERVISOR		2007	1	0	0	5	80	1.00	1.00
ADDICTIONS TREATMENT MANAGER		1022	1	0	0	5	80	1.00	1.00
ADDICTIONS TREATMENT COUNSELOR		2039	1	0	0	5	80	1.00	1.00
RECREATION SUPERVISOR		2028	1	0	0	5	80	1.00	1.00
RECREATION COORDINATOR	Arts & Crafts	2017	1	0	0	5	80	1.00	1.00
CHAPLAIN		2004	1	0	0	5	80	1.00	1.00
PRINCIPAL		1011	1	0	0	5	80	1.00	1.00
INSTRUCTOR SUPERVISOR		2011	1	0	0	5	80	1.00	1.00
ACADEMIC INSTRUCTOR		2117	4	0	0	5	80	1.00	4.00
VOCATIONAL INSTRUCTOR		2118	2	0	0	5	80	1.00	2.00
LIBRARY AIDE		5017	1	0	0	5	80	1.00	1.00
ADMINISTRATIVE CLERK	ATU	5002	1	0	0	5	80	1.00	1.00
ADMINISTRATIVE CLERK		5002	1	0	0	5	80	1.00	1.00
* LIBRARIAN					CONTRACT/ PRN				
TOTAL			**17**	**0**	**0**				**17.00**

CROSSROADS CORRECTIONAL CENTER **CONTRACT STAFFING PATTERN - REVISED**

Shelby, Montana

656 Male Beds (560 MT / 96 USMS)

	HEALTH SERVICES - 8HR SHIFTS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
	HEALTH SERVICES ADMINISTRATOR		1010	1	0	0	5	80	1.00	1.00
	DENTAL HYGIENIST, P/T		3011	1	0	0	5	80	0.60	0.60
	CLINICAL SUPERVISOR		2046	1	0	0	5	80	1.00	1.00
	LPN		3003	1	0	0	5	80	1.00	1.00
**	RN (PRN)	Part-Time	2086	2	1	0	5	80	1.00	***PRN***
**	LPN (PRN)	Part-Time	3029	1	1	0	5	80	1.00	***PRN***
	LICENSED CLINICAL SOCIAL WKR		2102	1	0	0	5	80	1.00	1.00
	MENTAL HEALTH COORDINATOR		2034	1	0	0	5	80	1.00	1.00
	MEDICAL RECORDS CLERK		5018	1	1	0	5	80	1.00	2.00
*	PHYSICIAN				CONTRACT/ 4 HR PER WEEK					
*	ARNP	PA			CONTRACT/ 20 HR PER WEEK					
*	DENTIST				CONTRACT/ 32 HR PER WEEK					
*	DENTIST ASSISTANT				CONTRACT/ 32 HR PER WEEK					
*	PSYCHIATRIST				CONTRACT/ 8 HR PER WEEK					
*	OPTOMETRIST				CONTRACT/ 8 HR PER WEEK					
	HEALTH SERVICES - 12HR SHIFTS	**Post / Assignment**	**Job Code**	**1st Shift**	**2nd Shift**		**Days Covered**	**Hrs/ PP**	**Relief Factor**	**Total Staff**
	RN		2068	1	1		7	72	2.50	5.00
	LPN		3003	1	1		7	72	2.30	4.60
	TOTAL			**0**	**0**	**0**				**17.20**

Positions hired under a contractual or fee basis for services rendered.

CROSSROADS660-REVISED CONTRACT - 05/06/2014 kg

***** Position not funded in budget; only to be used when savings are accrued from turnover and vacancies.***

Shift schedules may be adjusted as necessary to accommodate inmate activity.

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #12**) is made and entered into between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION III

Duration

Subsection A shall be revised to read as follows:

A. The Operations and Management Contract has been extended from July 1, 2013 through June 30, 2015. The parties may renew this Contract for two (2) additional two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The original contract term began September 1, 1999 and the total life of the Contract, including renewals, shall not go beyond June 30, 2019.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate effective **July 1, 2013 and ending June 30, 2014 shall be $59.83** per inmate day for each MDOC inmate housed at the Facility and the Operations and Management per diem rate effective **July 1, 2014 and ending June 30, 2015 shall be $61.03** per inmate day for each MDOC inmate housed at the Facility. This rate will remain in effect until changed by mutual agreement. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 48 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the Facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment effective July 1, 2013 is contingent upon the continuation of the prevailing wage rates set forth in Appendix I to this Amendment. If the parties agree to renew this Contract pursuant to Section III.A, Appendix I shall be replaced with the prevailing wage rates as issued by the Commissioner of Labor and Industry and in effect on the date the contract renewal is signed. The parties agree to adjust the per diem rate to take the effective prevailing wage rates into consideration.

The MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two 48 bed blocks used for the USMS, before placing inmates in the 48 bed dorm.

SECTION XI

Prevailing Wage and Preferences

Subsection A is revised to read as follows:

Effective July 1, 2013, the Contractor agrees to pay the applicable standard prevailing rate of wages as determined by the Commissioner of Labor and Industry, State of Montana, and as published February 1, 2013, for work performed by Contractor's employees or the employees of Contractor's subcontractors. Appendix I contains the applicable Montana standard prevailing rate of wages, including fringe benefits, published February 1, 2013 and is incorporated herein by reference.

APPENDIX I

Appendix I shall be deleted in its entirety and replaced with the attached Appendix I, Commissioner of Labor and Industry prevailing wage schedule published February 1, 2013.

APPENDIX II

Appendix II A. shall be deleted in its entirety and replaced with the attached Appendix II A., Crossroads Correctional Center Staffing Pattern dated August 19, 2013.

Attachment A

Attachment A, shall be deleted in its entirety and replaced with the attached Attachment A, Inventory of DOC & MSP Policies & Procedures that apply to Crossroads Correctional Center dated 7-9-13.

DEPARTMENT

Mike Batista, Director
Montana Department of Corrections

10/31/13
Date

CONTRACTOR

Natasha Metcalf, Vice President
Partnership Development
Corrections Corporation of America

11/15/13
Date

Steve Bullock, Governor
State of Montana

11/4/13
Date

Approved for Legal Content by:

Colleen Ambrose
Chief Legal Counsel
Montana Department of Corrections

26 Oct 13
Date

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

APPENDIX II A

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	14.00
SECURITY OPERATIONS	54.00
UNIT MANAGEMENT	59.40
MAINTENANCE	4.00
SERVICES	3.00
PROGRAMS	18.00
HEALTH SERVICES	17.20
TOTAL	**169.60**

MANAGEMENT / SUPPORT	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
WARDEN		1	0	0	5	1.00	1.00
ASST WARDEN		1	0	0	5	1.00	1.00
MANAGER, LEARNING AND DEVELOPMENT		1	0	0	5	1.00	1.00
MANAGER, OPERATIONS FINANCE		1	0	0	5	1.00	1.00
MANAGER, HUMAN RESOURCES		1	0	0	5	1.00	1.00
HUMAN RESOURCES ASSISTANT		1	0	0	5	1.00	1.00
MANAGER, QUALITY ASSURANCE		1	0	0	5	1.00	1.00
SAFETY MANAGER		1	0	0	5	1.00	1.00
INVESTIGATOR	STG Coordinator	1	0	0	5	1.00	1.00
GRIEVANCE COORDINATOR		1	0	0	5	1.00	1.00
SECRETARY		1	0	0	5	1.00	1.00
MAILROOM CLERK		2	0	0	5	1.00	2.00
ADMINISTRATIVE CLERK	Master Scheduler	1	0	0	5	1.00	1.00
TOTAL		**14**	**0**	**0**			**14.00**

SECURITY OPERATIONS - 8HR SHIFTS	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
CHIEF OF SECURITY		1	0	0	5	1.00	1.00
CORRECTIONAL OFFICER	Visitation	2	0	0	5	1.00	2.00
CORRECTIONAL OFFICER	Work Detail	1	0	0	5	1.00	1.00
CORRECTIONAL OFFICER	Laundry	0	1	0	5	1.20	1.00
CORRECTIONAL OFFICER	Utility/Education	1	0	0	5	1.20	1.00
CORRECTIONAL OFFICER	Armory/Key Control	1	0	0	5	1.00	1.00
CORRECTIONAL OFFICER	Transportation	2	0	0	5	1.20	2.00
CORRECTIONAL OFFICER	Utility/Recreation-Segregation	1	0	0	5	1.20	1.00
ADMINISTRATIVE CLERK		1	0	0	5	1.00	1.00

SECURITY OPERATIONS - 12HR SHIFTS	Post / Assignment	1st Shift	2nd Shift	Days Covered	Relief Factor	Total Staff
SHIFT SUPERVISOR		1	1	7	2.20	5.00
ASST SHIFT SUPERVISOR		1	1	7	2.20	5.00
CORRECTIONAL OFFICER	Front Lobby	1	0	7	2.20	2.20
CORRECTIONAL OFFICER	Central Control	2	1	7	2.20	6.60
CORRECTIONAL OFFICER	Perimeter Patrol (Mobile)	1	1	7	2.20	4.40
CORRECTIONAL OFFICER	Recreation	2	0	7	2.20	4.40
CORRECTIONAL OFFICER	Utility/Search & Escort	2	2	7	2.20	8.80
CORRECTIONAL OFFICER	Medical	1	1	7	2.20	4.40
CORRECTIONAL OFFICER	Kitchen	1	0	7	2.20	2.20
TOTAL		**20**	**7**			**54.00**

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

APPENDIX II A

UNIT MANAGEMENT - 8HR SHIFTS	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
CHIEF OF UNIT MANAGEMENT		1	0	0	5	1.00	1.00
ADMINISTRATIVE CLERK		1	0	0	5	1.00	1.00
RECORDS CLERK		1	0	0	5	1.00	1.00
UNIT MANAGER		2	0	0	5	1.00	2.00
CASE MANAGER		2	2	0	5	1.00	4.00
CORRECTIONAL COUNSELOR		2	0	0	5	1.00	2.00
UNIT MANAGEMENT - 12HR SHIFTS	**Post / Assignment**	**1st Shift**	**2nd Shift**		**Days Covered**	**Relief Factor**	**Total Staff**
UNIT MANAGEMENT #1 (256-Bed Cellblock / 52-Bed Dorm / 48-Bed Segregation)							
SR CORRECTIONAL OFFICER		1	1		7	2.20	4.40
CORRECTIONAL OFFICER	Housing	3	3		7	2.20	13.20
CORRECTIONAL OFFICER	Housing-Segregation	1	1		7	2.20	4.40
UNIT MANAGEMENT #2 (256-Bed Cellblock / 96-Bed Cellblock - USMS)							
SR CORRECTIONAL OFFICER		1	1		7	2.20	4.40
CORRECTIONAL OFFICER	Housing	5	5		7	2.20	22.00
TOTAL		**20**	**13**				**59.40**

MAINTENANCE	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
MAINTENANCE SUPERVISOR		1	0	0	5	1.00	1.00
MAINTENANCE WORKER		3	0	0	5	1.00	3.00
TOTAL		**4**	**0**	**0**			**4.00**

SERVICES	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
WAREHOUSE MANAGER		1	0	0	5	1.00	1.00
WAREHOUSE/COMMISSARY WORKER		2	0	0	5	1.00	2.00
* FOOD SERVICE MANAGER		1	0	0	5	1.00	Contract
* FOOD SERVICE WORKER	Supervisor	1	1	0	5	1.40	Contract
TOTAL		**5**	**1**	**0**			**3.00**

PROGRAMS	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
CLASSIFICATION SUPERVISOR		1	0	0	5	1.00	1.00
ADDICTIONS TREATMENT MANAGER		1	0	0	5	1.00	1.00
ADDICTIONS TREATMENT COUNSELOR		1	0	0	5	1.00	1.00
RECREATION SUPERVISOR		1	0	0	5	1.00	1.00
RECREATION COORDINATOR	Arts & Crafts	1	0	0	5	1.00	1.00
CHAPLAIN		1	0	0	5	1.00	1.00
ADMINISTRATIVE CLERK	ATU	1	0	0	5	1.00	1.00
ADMINISTRATIVE CLERK		1	0	0	5	1.00	1.00
PRINCIPAL		1	0	0	5	1.00	1.00
INSTRUCTOR SUPERVISOR		1	0	0	5	1.00	1.00
ACADEMIC INSTRUCTOR		4	0	0	5	1.00	4.00
VOCATIONAL INSTRUCTOR		2	0	0	5	1.00	2.00
LIBRARY AIDE		1	0	0	5	1.00	1.00
ADMINISTRATIVE CLERK		1	0	0	5	1.00	1.00
* LIBRARIAN				CONTRACT/ PRN			
TOTAL		**18**	**0**	**0**			**18.00**

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

APPENDIX II A

	HEALTH SERVICES - 8HR SHIFTS	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
	HEALTH SERVICES ADMINISTRATOR		1	0	0	5	1.00	1.00
	DENTAL HYGIENIST, P/T		1	0	0	5	0.60	0.60
	CLINICAL SUPERVISOR		1	0	0	5	1.00	1.00
	LPN		0	1	0	2	1.00	1.00
	LICENSED CLINICAL SOCIAL WKR		1	0	0	5	1.00	1.00
	MENTAL HEALTH COORDINATOR		1	0	0	5	1.00	1.00
	MEDICAL RECORDS CLERK		1	1	0	5	1.00	2.00
*	PHYSICIAN		CONTRACT/ 4 HR PER WEEK					
*	ARNP	PA	CONTRACT/ 20 HR PER WEEK					
*	DENTIST		CONTRACT/ 32 HR PER WEEK					
*	DENTIST ASSISTANT		CONTRACT/ 32 HR PER WEEK					
*	PSYCHIATRIST		CONTRACT/ 8 HR PER WEEK					
*	OPTOMETRIST		CONTRACT/ 8 HR PER WEEK					

HEALTH SERVICES - 12HR SHIFTS	Post / Assignment	1st Shift	2nd Shift	Days Covered	Relief Factor	Total Staff
RN		1	1	7	2.50	5.00
LPN		1	1	7	2.30	4.60
TOTAL		**0**	**0**			**17.20**

Positions hired under a contractual or fee basis for services rendered.

Shift schedules may be adjusted as necessary to accommodate inmate activity.

CROSSROADS660 - 08/19/2013

ATTACHMENT A

Inventory of DOC & MSP Policies & Procedures that apply to CCC Facility (7-09-13)

The policies and or procedures highlighted in yellow and underlined are policies and or procedures that must be adopted by the CCC facility. The other listed policies and or procedures must be substantially complied with as determined by the MDOC.

DOC Policies that apply to CCC facility

Chapter 1

1.1.6, Incident Reporting and Acting Director System
1.1.7, Compliance Monitoring
1.1.8, Media Relations
1.1.10, Department Facility/Program Tours

1.2.6, Offender Financial Transactions
1.2.10, Commissary/Canteen
1.2.12, Adult Offender Welfare Accounts

1.3.12, Staff Association and Conduct with Offenders
1.3.14, Prison Rape Elimination Act (PREA)
1.3.15, Americans with Disabilities Act (ADA)
1.3.16, Volunteer Services
1.3.35, Blood-borne Pathogens Exposure Control Plan

1.4.1, Staff Development and Training

1.5.4, Transfer of Offender Records
1.5.5, Case Records Management
1.5.7, Case Records Auditing

1.7.1, Information Technology Services
1.7.3, Data Quality
1.7.5, Video Conferencing Services
1.7.6, Unlawful Use of Computers
1.7.7, Computer Security
1.7.9, Acceptable Use of IT Resources (applicable to State-owned equipment only)
1.7.13, Offender Access to Computers (applicable to State-owned equipment only)
1.7.14, Software Licenses (applicable to State-owned equipment only)

1.8.1, Victim Services
1.8.2, Victim-Offender Dialogue
1.8.3, Offender Accountability Letters

Chapter 2

2.2.1, Facility Design/Capacity
2.1.1, Facility Maintenance

Chapter 3

3.1.1, Management of the Security Program
3.1.2 RD, Facility Operations Manuals
3.1.3, Log and Record-keeping Systems (use of red ink is acceptable)
3.1.4 RD, Perimeter Security
3.1.5, Entrance Procedures and Containment of Non-offenders
3.1.6 RD, Control Center Operations
3.1.7 RD, Emergency Equipment & Armory Operations
3.1.8 RD, Use of Force & Restraints
3.1.11, Offender Movement Control
3.1.12, Offender Escort and Transport
3.1.13, Key Control
3.1.15, Security Inspections
3.1.17, Searches and Contraband Control
3.1.19, Investigations
3.1.20, Offender Drug Testing Program
3.1.24 RD, Security Threat Group Identification & Management
3.1.26, Polygraph Tests for Offenders
3.1.28, Crime Scene and Physical Evidence Preservation
3.1.30, Offender Escorted Leave
3.1.33, Communication Systems
3.1.34, Correctional Facility Staffing

3.2.10, Fire and Life Safety
3.2.11, Fire Response/Preparedness
3.2.12, Control and Use of Hazardous Materials
3.2.13, Safety Inspections

3.3.2, Offender Legal Access to Courts
3.3.3, Offender Grievance Program
3.3.4, Media Access to Offenders
3.3.5, Offender/Staff Communication Methods
3.3.6, Offender Mail
3.3.7, Offender Access to Telephones
3.3.8, Offender Visiting
3.3.9, Offender Marriages

3.4.1, Adult Institutional Discipline
3.4.2, Prohibited Acts
3.4.3, Tobacco Use Regulations

3.5.1, Locked Housing Unit Operations
3.5.5, Behavior Management Plans

Chapter 4

4.1.1, Offender Admissions Process
4.1.2, Offender Reception & Orientation
4.1.3, Offender Personal Property
4.1.4, Indigent Status

4.2.1, Offender Classification System
4.2.2, Special Needs Offenders

4.3.1, General Food Service Operations
4.3.2, Menu Planning
4.3.4, Food Service in Special Housing Units

4.4.1, Offender Hygiene, Clothing, & Linen Supplies
4.4.2, Facility Sanitation & Pest Control

4.5.2, Responsible Health Authority
4.5.22 Offender Health Care Continuity
4.5.3, Medical Autonomy
4.5.4, Health Care Credentialing
4.5.5, Health Care Unit Policies and Procedures
4.5.6, Administrative Meetings and Reports

4.6.7, Medical Parole
4.6.2, Release and Transfer Procedures
4.6.5, Emergency Adult Detention Placements
4.6.6, Furlough Program
4.6.3, DOC Commitments

Chapter 5

5.1.1, Inmate Assignments
5.1.3, Adult Offender Participation in a Community Work Program
5.1.4, Forced Labor
5.1.6, Wild Land Fire Suppression Crews

5.2.2, MCE/Program Implementation Checklist

5.3.2, Library Services

5.4.1, Offender Treatment Programs

5.5.2, Offender Organizations
5.5.3, Recreation Programs
5.5.4, Hobby Programs

5.6.1, Religious Programming

Inventory of MSP Operational procedures that apply to CCC facility as of 7-09-13

1.2.10 Canteen
1.2.12 Inmate Welfare Account

3.1.12, Inmate escort and transport
3.1.8A, Use of Chemical Agents & Oleoresin Capsicum (OC)
3.1.33 Radio Communications

3.3.3, Inmate grievance program
3.3.6, Inmate Correspondence, Publications & Packages
3.3.8 Inmate Visiting

3.4.1, Institutional discipline

4.1.3, Inmate Personal property

4.2.1, Inmate classification system
4.2.202 Inmate Separation Needs

4.4.1 Inmate hygiene, clothing

4.8.100, CPB operations

5.1.4, Forced labor

5.5.4, Hobby crafts program

The following policies are currently not applicable at CCC because the services, programs or devices that they govern are not used or performed at the facility. If the facility's scope of work changes in the future such that these policies are applicable, then CCC shall substantially comply with them:

3.1.32, Electronic Monitoring System
5.1.5, Offender Community Presentations
5.2.1, Correctional Enterprises

MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2013

Effective: February 1, 2013

Steve Bullock, Governor
State of Montana

Pam Bucy, Commissioner
Department of Labor & Industry

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

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the Internet at **www.mtwagehourbopa.com** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at **www.mtwagehourbopa.com** or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

PAM BUCY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication February 1, 2013

B. Definition of Nonconstruction Services Occupations

Section 18-2-401 (9)(a)-(9)(l), Montana Code Annotated defines "nonconstruction services" as *"work performed by an individual, not including management, office, or clerical work, for:*
(a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
(b) custodial or security services for publicly owned buildings and facilities;
(c) grounds maintenance for publicly owned property;
(d) the operation of public drinking water supply, waste collection, and waste disposal systems;
(e) law enforcement, including janitors and prison guards;
(f) fire protection;
(g) public or school transportation driving;
(h) nursing, nurse's aid services, and medical laboratory technician services;
(i) material and mail handling;
(j) food service and cooking;
(k) motor vehicle and construction equipment repair and servicing; and
(l) appliance and office machine repair and servicing."

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule
This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at **www.mtwagehourbopa.com** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

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

F. Wage Rate Adjustments for Multiyear Contracts
Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits
Section 18-2-412, MCA states:

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

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

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

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

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

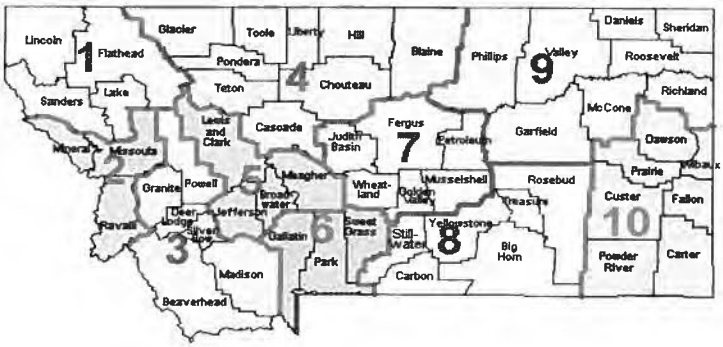
Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Per Diem

Per Diem typically covers the costs associated with board and lodging expenses and are paid when an employee is required to work at a location outside the daily commuting distance and is required to stay overnight or longer.

I. Prevailing Wage Districts

Montana counties are aggregated into 10 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



J. Computing Travel Benefits

Travel pay, for the purposes of public works projects, shall be determined by measuring the road miles (one way) over the shortest practical maintained route from *the county courthouse of the designated city for each district or the employee's home, whichever is closer, to the center of the job.* Each city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 - Kalispell: includes Flathead, Lake, Lincoln, and Sanders Counties
District 2 - Missoula: includes Mineral, Missoula, and Ravalli Counties
District 3 - Butte: includes Beaverhead, Deer Lodge, Granite, Madison, Powell, and Silver Bow Counties
District 4 - Great Falls: includes Blaine, Cascade, Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties
District 5 - Helena: includes Broadwater, Jefferson, Lewis and Clark, and Meagher Counties
District 6 - Bozeman: includes Gallatin, Park, and Sweet Grass Counties
District 7 - Lewistown: includes Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, and Wheatland Counties
District 8 - Billings: includes Big Horn, Carbon, Rosebud, Stillwater, Treasure, and Yellowstone Counties
District 9 - Glasgow: includes Daniels, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan, and Valley Counties
District 10 - Miles City: includes Carter, Custer, Dawson, Fallon, Prairie, Powder River, and Wibaux Counties

When travel pay is applicable and is shown as an additional amount added to base pay, it applies for hours worked on the project, not time spent traveling.

K. Apprentices

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

L. Posting Notice of Prevailing Wages

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

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

N. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

BOILER OPERATORS
BUILDING INSPECTORS
DITCH RIDERS
ELEVATOR REPAIRERS
HIGHWAY MAINTENANCE WORKERS
JANITORS AND CLEANERS
STREET CLEANERS AND SWEEPERS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS
FOREST FUELS MITIGATION SAWYERS
FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS
TIMBER MARKERS
TREE PLANTERS
TREE TRIMMERS AND PRUNERS

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

BASIN OPERATORS
HAZARDOUS MATERIALS REMOVAL WORKERS
METER READERS
PUMP STATION OPERATORS
REFUSE AND RECYCLABLE COLLECTORS
SANITARY LANDFILL ATTENDANTS
SANITARY LANDFILL OPERATORS
SEWAGE DISPOSAL WORKERS
SEWER PIPE CLEANERS AND REPAIRERS
WASTEWATER TREATMENT PLANT ATTENDANTS
WASTEWATER TREATMENT PLANT OPERATORS
WATER TREATMENT PLANT OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS
BAILIFFS
CORRECTION AND DETENTION OFFICERS
DISPATCHERS
PARKING ENFORCEMENT OFFICERS
PROBATION OFFICERS
SECURITY GUARDS, (Armed)
SECURITY GUARDS, (Unarmed)

FIRE PROTECTION

FIRE MARSHALLS
FIREFIGHTERS, (Wildlands)

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS
BUS DRIVERS, (School)
TRUCK DRIVERS, (Light or Delivery)
VAN DRIVERS, (Shuttle)

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

ADVANCED PRACTICE NURSES
EMERGENCY MEDICAL TECHNICIANS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
MEDICAL LABORATORY TECHNICIANS
MEDICAL LABORATORY TECHNOLOGISTS
NURSES, (Community Health)
NURSES, (Office)
NURSING AIDES, ORDERLIES AND ATTENDANTS
PHYSICIAN ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS
MAIL CARRIERS
MAIL SORTERS AND PROCESSORS

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)
COUNTER ATTENDANTS
DINING ROOM ATTENDANTS
FOOD PREPARATION WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS
BUS AND TRUCK MECHANICS, (Diesel Engines)
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS
COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS
RADIO ENGINEER TECHNICIANS

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES:

BASIN OPERATORS

No Rate Established

BOILER OPERATORS

	Wage	Benefit
District 1	$16.99	$7.10
District 2	$17.31	$8.22
District 3	$16.83	$9.05
District 4	$16.72	$6.45
District 5	$16.99	$7.10
District 6	$17.44	$8.57
District 7	$16.79	$6.36
District 8	$16.99	$7.10
District 9	$16.72	$6.45
District 10	$16.99	$7.10

BUILDING INSPECTORS

	Wage	Benefit
District 1	$22.60	$9.03
District 2	$23.33	$9.43
District 3	$23.45	$8.34
District 4	$18.40	$8.00
District 5	$19.56	$7.20
District 6	$20.82	$6.56
District 7	$20.74	$6.46
District 8	$21.69	$6.57
District 9	$22.29	$8.15
District 10	$22.29	$8.15

DITCH RIDERS

	Wage	Benefit
District 1	$13.37	$2.34
District 2	$12.00	$2.81
District 3	$11.75	$1.69
District 4	$14.68	$2.66
District 5	$16.31	$2.34
District 6	$15.91	$2.34
District 7	$16.26	$2.66
District 8	$17.89	$2.66
District 9	$14.25	$2.66
District 10	$14.50	$2.66

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	$46.54	$28.74
District 2	$46.54	$28.74
District 3	$46.54	$28.74
District 4	$46.54	$28.74
District 5	$46.54	$28.74
District 6	$46.54	$28.74
District 7	$46.54	$28.74
District 8	$46.54	$28.74
District 9	$46.54	$28.74
District 10	$46.54	$28.74

Travel:
All Districts
0-15 mi. free zone
>15-25 mi. $37.27/day
>25-35 mi. $74.54/day
>35 mi. $72.55/day or cost of receipts for hotel and meals, whichever is greater.

HIGHWAY MAINTENANCE WORKERS

	Wage	Benefit
District 1	$17.02	$8.78
District 2	$21.20	$6.55
District 3	$23.47	$9.26
District 4	$16.95	$5.36
District 5	$20.32	$6.71
District 6	$19.89	$7.27
District 7	$16.76	$5.35
District 8	$16.76	$6.26
District 9	$14.57	$3.90
District 10	$17.98	$8.77

Duties Include:
Patching pavement, repairing guard rails, clearing brush, and plowing snow. Maintains highways, municipal and rural roads, airport runways, and right-of-ways.

JANITORS AND CLEANERS

	Wage	Benefit
District 1	$12.87	$3.96
District 2	$10.53	$3.23
District 3	$11.57	$4.22
District 4	$12.74	$5.33
District 5	$10.21	$2.40
District 6	$13.46	$2.36
District 7	$10.17	$5.95
District 8	$11.83	$5.48
District 9	$11.96	$3.76
District 10	$11.79	$2.03

Duties Include:
Heavy cleaning, routine maintenance, tending boiler or furnace, and removing debris or snow from sidewalks.

STREET CLEANERS AND SWEEPERS

	Wage	Benefit
District 1	$14.34	$6.67
District 2	$14.31	$6.67
District 3	$14.81	$6.67
District 4	$14.60	$6.67
District 5	$14.94	$6.67
District 6	$15.80	$6.67
District 7	$17.05	$6.95
District 8	$15.80	$6.67
District 9	$17.00	$7.65
District 10	$15.80	$6.67

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS

	Wage	Benefit
District 1	$12.26	$3.66
District 2	$11.64	$3.73
District 3	$10.70	$2.55
District 4	$11.76	$5.69
District 5	$11.96	$3.72
District 6	$13.36	$4.20
District 7	$14.19	$5.66
District 8	$17.36	$7.20
District 9	$14.07	$6.20
District 10	$14.81	$6.58

FOREST FUELS MITIGATION SAWYERS

	Wage	Benefit
District 1	$15.80	No Rate Established
District 2	$15.80	No Rate Established
District 3	$15.80	No Rate Established
District 4	$15.80	No Rate Established
District 5	$15.80	No Rate Established
District 6	$15.80	No Rate Established
District 7	$15.80	No Rate Established
District 8	$15.80	No Rate Established
District 9	$15.80	No Rate Established
District 10	$15.80	No Rate Established

FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	$14.00	No Rate Established
District 2	$14.00	No Rate Established
District 3	$14.00	No Rate Established
District 4	$14.00	No Rate Established
District 5	$14.00	No Rate Established
District 6	$14.00	No Rate Established
District 7	$14.00	No Rate Established
District 8	$14.00	No Rate Established
District 9	$14.00	No Rate Established
District 10	$14.00	No Rate Established

LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	$12.64	$8.09
District 2	$11.99	$7.45
District 3	$15.54	$9.05
District 4	$11.26	$3.91
District 5	$12.05	$4.52
District 6	$13.39	$2.99
District 7	$13.14	$5.08
District 8	$15.79	$6.92
District 9	$13.04	$6.12
District 10	$11.27	$6.83

PEST CONTROL WORKERS

	Wage	Benefit
District 1	$12.50	No Rate Established
District 2	$12.50	No Rate Established
District 3	$12.50	No Rate Established
District 4	$12.50	No Rate Established
District 5	$12.50	No Rate Established
District 6	$12.50	No Rate Established
District 7	$12.50	No Rate Established
District 8	$12.50	No Rate Established
District 9	$12.50	No Rate Established
District 10	$12.50	No Rate Established

PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS

	Wage	Benefit
District 1	$11.69	$1.93
District 2	$11.17	$0.82
District 3	$13.03	$0.97
District 4	$11.17	$2.72
District 5	$12.04	$1.93
District 6	$12.85	$0.82
District 7	$11.85	$2.72
District 8	$12.00	$4.04
District 9	$12.14	$4.62
District 10	$ 9.32	$3.68

TIMBER MARKERS

No Rate Established

TREE PLANTERS

No Rate Established

TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	$23.74	$7.98
District 2	$23.74	$7.98
District 3	$23.74	$7.98
District 4	$23.74	$7.98
District 5	$23.74	$7.98
District 6	$23.74	$7.98
District 7	$23.74	$7.98
District 8	$23.74	$7.98
District 9	$23.74	$7.98
District 10	$23.74	$7.98

Travel:
All Districts
0-25 mi. - free zone
>25-50 mi. - $20.00/day
>50 mi. - $70.00/day

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

HAZARDOUS MATERIALS REMOVAL WORKERS

No Rate Established

METER READERS

	Wage	Benefit
District 1	$15.68	$9.45
District 2	$15.68	$9.45
District 3	$15.20	$8.54
District 4	$15.49	$6.10
District 5	$15.36	$7.43
District 6	$15.54	$6.96
District 7	$15.82	$5.66
District 8	$16.43	$6.96
District 9	$15.71	$5.91
District 10	$16.05	$6.96

PUMP STATION OPERATORS

	Wage	Benefit
District 1	$15.86	$5.45
District 2	$15.86	$5.45
District 3	$15.86	$5.45
District 4	$15.86	$5.45
District 5	$15.86	$5.45
District 6	$15.86	$5.45
District 7	$15.86	$5.45
District 8	$15.86	$5.45
District 9	$15.86	$5.45
District 10	$15.86	$5.45

REFUSE AND RECYCLABLE COLLECTORS

	Wage	Benefit
District 1	$18.34	$8.10
District 2	$17.02	$7.50
District 3	$15.72	$7.52
District 4	$16.16	$7.15
District 5	$16.59	$6.97
District 6	$17.36	$7.47
District 7	$15.25	$6.00
District 8	$18.31	$8.06
District 9	$15.30	$7.79
District 10	$17.85	$8.02

SANITARY LANDFILL ATTENDANTS

	Wage	Benefit
District 1	$13.50	$8.45
District 2	$13.36	$7.32
District 3	$13.20	$5.66
District 4	$13.64	$7.35
District 5	$14.93	$6.83
District 6	$13.01	$4.47
District 7	$13.07	$3.92
District 8	$11.69	$2.84
District 9	$12.37	$3.86
District 10	$12.55	$3.72

SANITARY LANDFILL OPERATORS

	Wage	Benefit
District 1	$19.95	$7.35
District 2	$20.09	$7.89
District 3	$23.47	$9.26
District 4	$15.42	$5.52
District 5	$18.88	$7.07
District 6	$20.02	$4.69
District 7	$16.63	$5.32
District 8	$18.01	$4.93
District 9	$15.69	$5.49
District 10	$18.89	$6.99

SEWAGE DISPOSAL WORKERS

	Wage	Benefit
District 1	$15.85	No Rate Established
District 2	$15.85	No Rate Established
District 3	$15.85	No Rate Established
District 4	$16.85	No Rate Established
District 5	$15.82	No Rate Established
District 6	$16.85	No Rate Established
District 7	$16.85	No Rate Established
District 8	$16.85	No Rate Established
District 9	$17.20	No Rate Established
District 10	$16.85	No Rate Established

SEWER PIPE CLEANERS AND REPAIRERS

	Wage	Benefit
District 1	$16.20	$9.40
District 2	$15.16	$9.40
District 3	$15.16	$9.40
District 4	$16.20	$9.40
District 5	$15.16	$9.40
District 6	$16.51	$6.99
District 7	$17.61	$6.99
District 8	$17.61	$5.13
District 9	$17.61	$6.99
District 10	$17.61	$6.99

WASTEWATER TREATMENT PLANT ATTENDANTS

No Rate Established

WASTEWATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	$23.38	$6.76
District 2	$22.24	$5.50
District 3	$23.47	$9.26
District 4	$18.62	$5.44
District 5	$20.69	$7.66
District 6	$21.43	$8.93
District 7	$20.94	$8.06
District 8	$21.71	$9.63
District 9	$20.91	$8.53
District 10	$21.71	$9.63

WATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	$19.42	$6.53
District 2	$20.92	$6.59
District 3	$21.04	$6.50
District 4	$18.04	$7.34
District 5	$19.84	$7.10
District 6	$22.02	$8.91
District 7	$19.91	$7.92
District 8	$21.05	$8.99
District 9	$19.52	$7.78
District 10	$20.60	$8.63

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS

	Wage	Benefit
District 1	$16.40	$7.89
District 2	$15.88	$7.91
District 3	$16.37	$6.45
District 4	$16.80	$6.99
District 5	$16.34	$5.71
District 6	$16.88	$6.51
District 7	$17.26	$6.59
District 8	$16.90	$7.39
District 9	$17.19	$7.43
District 10	$16.90	$7.39

BAILIFFS

No Rate Established

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	$14.51	$6.76
District 2	$16.11	$8.60
District 3	$14.44	$7.09
District 4	$14.67	$4.87
District 5	$13.57	$6.54
District 6	$15.44	$4.86
District 7	$15.31	$4.58
District 8	$17.58	$5.12
District 9	$14.56	$4.39
District 10	$12.88	$5.12

DISPATCHERS

	Wage	Benefit
District 1	$14.17	$4.53
District 2	$14.31	$4.08
District 3	$13.89	$5.49
District 4	$14.28	$3.91
District 5	$14.03	$6.60
District 6	$19.47	$4.25
District 7	$16.72	$5.86
District 8	$17.99	$7.42
District 9	$10.58	$3.90
District 10	$17.11	$7.00

PARKING ENFORCEMENT OFFICERS

	Wage	Benefit
District 1	$14.51	No Rate Established
District 2	$14.51	No Rate Established
District 3	$14.51	No Rate Established
District 4	$14.51	No Rate Established
District 5	$14.51	No Rate Established
District 6	$14.51	No Rate Established
District 7	$14.51	No Rate Established
District 8	$14.51	No Rate Established
District 9	$14.51	No Rate Established
District 10	$14.51	No Rate Established

PROBATION OFFICERS

No Rate Established

SECURITY GUARDS, (Armed)

	Wage	Benefit
District 1	$14.70	$1.66
District 2	$11.00	$2.19
District 3	$13.68	$2.19
District 4	$14.70	$2.19
District 5	$14.70	$2.19
District 6	$15.40	$8.12
District 7	$15.40	$8.12
District 8	$15.40	$8.12
District 9	$15.40	$8.12
District 10	$15.40	$8.12

SECURITY GUARDS, (Unarmed)

	Wage	Benefit
District 1	$11.54	$2.75
District 2	$15.79	$4.04
District 3	$ 8.50	$4.23
District 4	$11.14	$4.33
District 5	$10.25	$4.90
District 6	$10.14	$4.92
District 7	$10.28	$4.92
District 8	$10.00	$4.23
District 9	$10.16	$4.23
District 10	$10.17	$4.23

FIRE PROTECTION

FIRE MARSHALLS

No Rate Established

FIREFIGHTERS, (Wildlands)

	Wage	Benefit
District 1	$18.62	$10.20
District 2	$26.87	$11.00
District 3	$18.74	$ 8.72
District 4	$18.62	$10.20
District 5	$18.65	$ 9.87
District 6	$19.38	$ 7.51
District 7	$19.50	$ 7.30
District 8	$22.00	$ 7.61
District 9	$19.50	$ 7.30
District 10	$19.50	$ 7.30

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS

	Wage	Benefit
District 1	$14.47	$6.40
District 2	$14.48	$6.99
District 3	$12.85	$6.99
District 4	$15.46	$6.78
District 5	$13.45	$6.40
District 6	$12.93	$7.78
District 7	$14.69	$7.15
District 8	$18.97	$8.02
District 9	$14.00	$7.15
District 10	$11.50	$7.34

BUS DRIVERS, (School)

	Wage	Benefit
District 1	$16.92	$4.48
District 2	$13.63	$4.64
District 3	$16.01	$4.12
District 4	$14.31	$4.67
District 5	$13.04	$1.93
District 6	$12.50	$5.00
District 7	$17.22	$4.05
District 8	$16.23	$5.97
District 9	$16.78	$1.63
District 10	$16.39	$5.51

TRUCK DRIVERS, (Light or Delivery)

	Wage	Benefit
District 1	$13.10	$3.00
District 2	$ 9.50	$3.65
District 3	$13.25	$2.65
District 4	$15.80	$3.16
District 5	$15.51	$2.85
District 6	$15.35	$2.51
District 7	$14.68	$3.88
District 8	$14.84	$4.72
District 9	$15.52	$4.08
District 10	$18.00	$2.28

VAN DRIVERS, (Shuttle)

	Wage	Benefit
District 1	$10.97	$3.18
District 2	$12.39	$3.22
District 3	$ 9.92	$3.22
District 4	$15.80	$3.16
District 5	$12.41	$3.20
District 6	$ 9.00	$3.22
District 7	$12.58	$3.24
District 8	$10.00	$3.22
District 9	$14.20	$3.24
District 10	$12.39	$3.22

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

ADVANCED PRACTICE NURSES

	Wage	Benefit
District 1	$40.64	$ 3.88
District 2	$41.50	$10.67
District 3	$44.34	$10.12
District 4	$47.60	$ 9.03
District 5	$43.31	$ 7.73
District 6	$47.15	$ 9.27
District 7	$41.74	$ 8.20
District 8	$40.64	$ 8.92
District 9	$40.80	$ 8.21
District 10	$40.46	$ 8.92

Occupations Include:
Nurse Practitioners, Clinical Nurse Specialists, Nurse Anesthetists, and Nurse Midwives.

EMERGENCY MEDICAL TECHNICIANS

	Wage	Benefit
District 1	$11.91	$3.08
District 2	$12.16	$3.01
District 3	$13.58	$3.43
District 4	$12.31	$3.51
District 5	$14.49	$4.07
District 6	$20.34	$4.07
District 7	$20.22	$4.04
District 8	$20.65	$4.04
District 9	$19.99	$3.51
District 10	$14.15	$3.51

HOME HEALTH AIDES

	Wage	Benefit
District 1	$10.75	$2.97
District 2	$12.59	$2.22
District 3	$11.03	$2.90
District 4	$10.58	$3.46
District 5	$ 9.90	$3.35
District 6	$10.80	$3.89
District 7	$10.87	$3.99
District 8	$10.50	$4.62
District 9	$11.04	$4.35
District 10	$11.01	$4.45

LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	$17.25	$ 4.12
District 2	$17.07	$ 4.37
District 3	$18.54	$ 5.95
District 4	$17.95	$ 4.88
District 5	$16.66	$ 4.71
District 6	$18.25	$ 4.12
District 7	$17.27	$ 3.60
District 8	$18.54	$10.19
District 9	$19.43	$ 6.25
District 10	$18.81	$ 8.79

MEDICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	$19.61	$4.59
District 2	$17.92	$3.99
District 3	$16.41	$3.76
District 4	$21.34	$4.99
District 5	$20.26	$4.46
District 6	$19.98	$4.27
District 7	$21.31	$4.93
District 8	$21.22	$4.31
District 9	$19.46	$4.45
District 10	$20.51	$4.43

MEDICAL LABORATORY TECHNOLOGISTS

	Wage	Benefit
District 1	$25.03	$7.50
District 2	$22.00	$6.96
District 3	$27.58	$7.37
District 4	$27.32	$8.05
District 5	$26.40	$7.52
District 6	$25.66	$7.08
District 7	$27.24	$7.17
District 8	$28.38	$5.61
District 9	$25.54	$6.40
District 10	$27.55	$5.83

NURSES, (Community Health)

	Wage	Benefit
District 1	$23.12	$5.60
District 2	$23.75	$5.62
District 3	$23.32	$4.94
District 4	$23.18	$6.55
District 5	$22.52	$4.48
District 6	$23.74	$3.28
District 7	$25.27	$5.18
District 8	$26.26	$4.84
District 9	$25.65	$6.62
District 10	$25.94	$7.18

NURSES, (Office)

	Wage	Benefit
District 1	$19.97	$5.34
District 2	$21.74	$4.38
District 3	$21.24	$5.11
District 4	$24.77	$6.12
District 5	$21.59	$6.23
District 6	$22.32	$5.72
District 7	$21.85	$5.93
District 8	$22.40	$5.50
District 9	$19.03	$6.21
District 10	$21.36	$5.86

NURSING AIDES, ORDERLIES AND ATTENDANTS

	Wage	Benefit
District 1	$11.78	$3.14
District 2	$11.40	$2.93
District 3	$12.80	$4.64
District 4	$12.35	$3.42
District 5	$ 9.42	$1.96
District 6	$12.23	$4.21
District 7	$10.25	$3.60
District 8	$11.57	$6.26
District 9	$11.26	$4.11
District 10	$10.17	$1.45

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

PHYSICIAN ASSISTANTS

	Wage	Benefit
District 1	$41.92	$ 9.58
District 2	$39.47	$ 8.97
District 3	$46.49	$10.66
District 4	$42.57	$ 9.18
District 5	$44.19	$10.26
District 6	$40.38	$ 9.75
District 7	$41.44	$ 8.21
District 8	$41.17	$ 8.98
District 9	$43.11	$ 9.10
District 10	$41.29	$ 8.98

REGISTERED NURSES

	Wage	Benefit
District 1	$26.25	$ 6.58
District 2	$28.81	$ 7.11
District 3	$28.00	$ 7.55
District 4	$23.74	$ 4.90
District 5	$23.65	$ 6.00
District 6	$25.60	$ 4.55
District 7	$25.68	$ 3.60
District 8	$29.92	$11.37
District 9	$27.72	$ 7.16
District 10	$26.20	$ 7.79

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS

	Wage	Benefit
District 1	$11.29	$2.82
District 2	$11.88	$2.91
District 3	$11.00	$2.66
District 4	$11.32	$2.76
District 5	$15.00	$1.92
District 6	$11.76	$3.27
District 7	$12.55	$3.21
District 8	$13.09	$3.41
District 9	$13.18	$3.54
District 10	$15.78	$3.71

MAIL CARRIERS

	Wage	Benefit
District 1	$13.18	No Rate Established
District 2	$13.18	No Rate Established
District 3	$12.82	No Rate Established
District 4	$13.18	No Rate Established
District 5	$13.18	No Rate Established
District 6	$13.18	No Rate Established
District 7	$13.18	No Rate Established
District 8	$13.18	No Rate Established
District 9	$13.18	No Rate Established
District 10	$13.18	No Rate Established

MAIL SORTERS AND PROCESSORS

	Wage	Benefit
District 1	$11.06	$5.70
District 2	$10.85	$5.63
District 3	$11.03	$4.84
District 4	$10.89	$5.50
District 5	$10.71	$5.70
District 6	$10.66	$5.63
District 7	$10.85	$5.63
District 8	$10.81	$5.73
District 9	$11.02	$5.40
District 10	$10.85	$5.63

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)

	Wage	Benefit
District 1	$12.90	$4.72
District 2	$11.32	$3.53
District 3	$11.52	$4.36
District 4	$10.72	$4.36
District 5	$11.39	$4.14
District 6	$13.41	$4.72
District 7	$10.56	$4.27
District 8	$12.02	$5.17
District 9	$12.01	$3.87
District 10	$11.50	$5.55

COUNTER ATTENDANTS

	Wage	Benefit
District 1	$11.37	$2.42
District 2	$10.43	$2.42
District 3	$ 8.92	$2.31
District 4	$10.97	$3.70
District 5	$ 9.95	$2.35
District 6	$ 8.00	$2.24
District 7	$ 8.34	$2.49
District 8	$ 8.53	$2.49
District 9	$ 9.95	$2.63
District 10	$ 9.95	$2.49

DINING ROOM ATTENDANTS

	Wage	Benefit
District 1	$7.68	$3.50
District 2	$9.93	$3.50
District 3	$9.53	$3.50
District 4	$7.65	$3.94
District 5	$8.75	$3.50
District 6	$8.92	$3.50
District 7	$8.74	$3.50
District 8	$8.77	$3.50
District 9	$9.00	$3.94
District 10	$8.77	$3.50

FOOD PREPARATION WORKERS

	Wage	Benefit
District 1	$ 9.82	$3.29
District 2	$10.75	$2.69
District 3	$ 9.39	$3.08
District 4	$ 9.41	$3.59
District 5	$ 9.67	$2.46
District 6	$11.35	$3.75
District 7	$ 9.72	$3.37
District 8	$10.24	$4.85
District 9	$10.40	$3.30
District 10	$10.26	$3.64

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS

	Wage	Benefit
District 1	$17.22	$5.39
District 2	$18.97	$3.40
District 3	$18.10	$4.90
District 4	$16.15	$4.39
District 5	$15.97	$4.46
District 6	$20.32	$4.32
District 7	$18.92	$5.25
District 8	$19.63	$6.19
District 9	$24.18	$6.42
District 10	$24.43	$3.26

BUS AND TRUCK MECHANICS, (Diesel Engine)

	Wage	Benefit
District 1	$18.44	$5.58
District 2	$18.80	$5.11
District 3	$19.07	$4.93
District 4	$18.33	$6.80
District 5	$21.50	$6.21
District 6	$17.36	$5.20
District 7	$19.03	$6.27
District 8	$21.43	$4.67
District 9	$18.78	$6.49
District 10	$20.79	$5.15

CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	$18.55	$6.81
District 2	$19.59	$6.95
District 3	$20.28	$5.82
District 4	$17.85	$6.75
District 5	$18.92	$6.36
District 6	$21.66	$4.46
District 7	$19.10	$5.98
District 8	$21.94	$4.81
District 9	$18.41	$6.63
District 10	$19.29	$6.31

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

	Wage	Benefit
District 1	$20.00	$3.00
District 2	$19.71	$2.33
District 3	$19.50	$2.00
District 4	$20.00	$3.00
District 5	$18.38	$2.09
District 6	$15.00	$1.00
District 7	$18.38	$2.09
District 8	$19.50	$2.00
District 9	$20.00	$3.00
District 10	$19.71	$2.33

COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS

	Wage	Benefit
District 1	$15.62	$4.24
District 2	$13.89	$3.00
District 3	$16.28	$3.51
District 4	$16.54	$4.37
District 5	$19.00	$5.34
District 6	$16.54	$4.37
District 7	$18.96	$4.37
District 8	$16.54	$4.37
District 9	$16.54	$4.37
District 10	$16.54	$4.37

RADIO ENGINEER TECHNICIANS

No Rate Established

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #11**) is made and entered into between the Montana Department of Corrections (Department) 5 S. Last Chance Gulch., Helena, Montana 59601 and **Corrections Corporation of America** (Contractor) 10 Burton Hills boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION III

Duration

Subsection A shall be revised to read as follows:

A. The Operations and Management Contract has been extended from September 1, 2011 through June 30, 2012 and from July 1, 2012 through June 30, 2013. The parties may renew this Contract for three (3) additional two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The original contract term began September 1, 1999 and the total life of the Contract, including renewals, shall not go beyond June 30, 2019.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate **retroactive to September 1, 2011 and ending June 30, 2012 shall be $55.84** per inmate day for each MDOC inmate housed at the Facility and the Operations and Management per diem rate from July 1, 2012 to June 30, 2013 shall be $58.58 per inmate day for each MDOC inmate housed at the Facility. This rate will remain in effect until changed by mutual agreement. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the Facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment effective July 1, 2012 is contingent upon the continuation of the prevailing wage rates set forth in Appendix I to this Amendment. If the parties agree to renew this Contract pursuant to Section III.A, Appendix I shall be replaced with the prevailing wage rates as issued by the Commissioner of Labor and Industry and in effect on the date the contract renewal is signed. The parties agree to adjust the per diem rate to take the effective prevailing wage rates into consideration.

The MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two 48 bed blocks used for the USMS, before placing inmates in the 52 bed dorm.

SECTION VII

Responsibility for Habeas Corpus and Litigation Procedures

Subsection C is revised to read as follows:

C. The Department shall notify the Contractor of any litigation filed by Contractor's inmates and served upon the Department by complete fax copy or email within twenty-four hours of service upon or receipt by the Department, and Department shall also mail copies of such documentation to the Contractor within such 24 hour period. All such documents will be faxed and mailed to Steve Groom, Executive Vice President and General Counsel, Corrections Corporation of America, in Nashville, Tennessee.

SECTION XI

Prevailing Wage and Preferences

Subsection A is revised to read as follows:

A. Effective July 1, 2012, the Contractor agrees to pay the applicable standard prevailing rate of wages as determined by the Commissioner of Labor and Industry, State of Montana, and as published February 10, 2012, for work performed by Contractor's employees or the employees of Contractor's subcontractors. Appendix I contains the applicable Montana standard prevailing rate of wages, including fringe benefits, published February 10, 2012 and is incorporated herein by reference.

SECTION XIV

Personnel

Subsection B shall be revised to read as follows:

B. **Facility Staffing Pattern and Mandatory Posts** The Facility staffing pattern shall, at a minimum, include the positions listed in Appendix II A. (Facility Staffing Pattern) with all positions staffed by qualified employees. It is understood and agreed that from time to time a vacancy may occur in staff positions required by the staffing pattern. A vacancy in a position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position, and no other qualified person or employee is available to perform the duties of that position. Contractor shall notify the Department Contract Monitor in writing within three (3) working days after the date a position becomes vacant.

The Mandatory Post Rosters in Appendix II B and II C identify the posts that are considered mandatory. The Contractor shall provide 100% coverage of all mandatory posts in accordance with Appendices II B and II C. 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. Contractor may use overtime or similar methods of utilization of personnel to ensure coverage of mandatory posts. Daily Shift Reports that provide "by-name" assignments will identify mandatory post coverage.

Financial Penalty If any position is left vacant for more than sixty (60) days the Contractor will incur a financial penalty of twice (2X) the starting salary and benefits of the position, using the 365-day method, for every day the position remains vacant after the initial 60 days. The Department will reduce the monthly per diem payment by an amount that reflects the financial penalty. However, Contractor may, prior to the expiration of the sixty (60) day period, request that the Department grant an extension of thirty (30) days. The request for extension must include: 1) evidence that the Contractor has diligently advertised the vacant position, and 2) copies of all applications or resumes submitted for the vacancy. The Department may, at its sole discretion, grant one thirty (30) day extension. The Contractor will not be assessed a financial penalty for failing to timely fill a vacant non-security position if the Contractor continues to provide the service by contracting for the provision of the service and the Contractor continues to exercise due diligence in filling the position. Staff who is attending the initial training academy cannot be counted as staff in the staffing pattern for purposes of filling a vacancy. Daily Shift Reports will be utilized that provide "by-name" assignments to posts. The agreed upon Mandatory Post Rosters will include the staff who are on sick leave, annual leave, training, overtime or special post assignments. If the Contractor fails to staff any mandatory post, the Department may immediately reduce the monthly per diem payment based on twice (2X) the starting salary and benefits of the affected mandatory post, using the 365-day method, for each day the mandatory post is not covered. The Department may allow the Contractor to adjust the mandatory posts in the Mandatory Post Roster in proportion to the population level, security and programming needs as determined jointly by the Department and Contractor and agreed upon in writing.

SECTION XXXXVI

Contractor Compliance Assessment

Subsection C shall be revised to read as follows:

C. The Department's Contract Monitor will prepare a Notice of Non-Compliance which will identify each instance of non-compliance with this Contract. The Department will grant the Contractor a reasonable time, typically 60 days, to rectify the noncompliance. Notwithstanding the foregoing, in the event that the Contractor has previously been notified about a similar instance of non-compliance within the prior eighteen (18) months, the Contract Monitor may, in his or her sole discretion, assess a fine as provided for herein without providing the Contractor an opportunity to rectify the non-compliance.

Add the following new Subsection N:

This Section, including the Contractor Compliance Assessment Schedule in Appendix III, shall not apply in the event of a staffing vacancy or the failure to staff a mandatory post. Deductions for failure to staff a mandatory post shall only be applied pursuant to Section XIV.B. Personnel.

APPENDIX I

Appendix I shall be deleted in its entirety and replaced with the attached Appendix I, Commissioner of Labor and Industry prevailing wage schedule published February 10, 2012

APPENDIX II

Appendix II shall be deleted in its entirety and replaced with the attached Appendix II A., Crossroads Correctional center Staffing Pattern and Appendix II B and II C, Mandatory Post Rosters.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

7·26·12
Date

Brian Schweitzer, Governor
State of Montana

Date

CONTRACTOR

Natasha Metcalf, Vice President
Partnership Development
Corrections Corporation of America

8/30/12
Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

7/25/12
Date

Appendix I

MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2012

Effective: February 10, 2012

Brian Schweitzer, Governor
State of Montana

Keith Kelly, Commissioner
Department of Labor & Industry

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

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the Internet at **www.mtwagehourbopa.com** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at **www.mtwagehourbopa.com** or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

Appendix I

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A. Date of Publication February 10, 2012

B. Definition of Nonconstruction Services Occupations

Section 18-2-401 (9)(a)-(9)(l), Montana Code Annotated defines "nonconstruction services" as *"work performed by an individual, not including management, office, or clerical work, for:*
(a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
(b) custodial or security services for publicly owned buildings and facilities;
(c) grounds maintenance for publicly owned property;
(d) the operation of public drinking water supply, waste collection, and waste disposal systems;
(e) law enforcement, including janitors and prison guards;
(f) fire protection;
(g) public or school transportation driving;
(h) nursing, nurse's aid services, and medical laboratory technician services;
(i) material and mail handling;
(j) food service and cooking;
(k) motor vehicle and construction equipment repair and servicing; and
(l) appliance and office machine repair and servicing."

C. Definition of Public Works Contract

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

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D. Prevailing Wage Schedule
This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at **www.mtwagehourbopa.com** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

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

F. Wage Rate Adjustments for Multiyear Contracts
Section 18-2-417, Montana Code Annotated states:

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

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

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

G. Fringe Benefits
Section 18-2-412 of the Montana Code Annotated states:

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

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

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

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

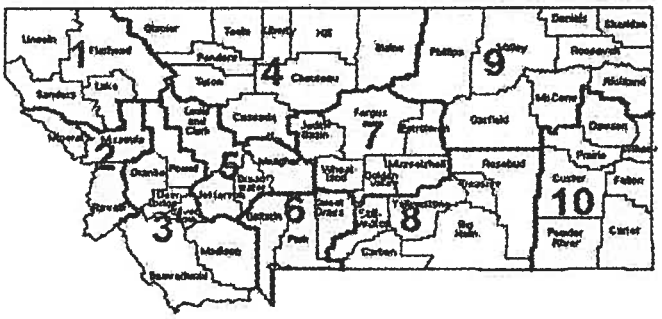
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income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

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

Appendix I

H. Per Diem
Per Diem typically covers the costs associated with board and lodging expenses and are paid when an employee is required to work at a location outside the daily commuting distance and is required to stay overnight or longer.

I. Prevailing Wage Districts
Montana counties are aggregated into 10 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



J. Computing Travel Benefits
Travel pay, for the purposes of public works projects, shall be determined by measuring the road miles (one way) over the shortest practical maintained route from *the county courthouse of the designated city for each district or the employee's home, whichever is closer, to the center of the job.* Each city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 - Kalispell: includes Flathead, Lake, Lincoln, and Sanders Counties
District 2 - Missoula: includes Mineral, Missoula, and Ravalli Counties
District 3 - Butte: includes Beaverhead, Deer Lodge, Granite, Madison, Powell, and Silver Bow Counties
District 4 - Great Falls: includes Blaine, Cascade, Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties
District 5 - Helena: includes Broadwater, Jefferson, Lewis and Clark, and Meagher Counties
District 6 - Bozeman: includes Gallatin, Park, and Sweet Grass Counties
District 7 - Lewistown: includes Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, and Wheatland Counties
District 8 - Billings: includes Big Horn, Carbon, Rosebud, Stillwater, Treasure, and Yellowstone Counties
District 9 - Glasgow: includes Daniels, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan, and Valley Counties
District 10 - Miles City: includes Carter, Custer, Dawson, Fallon, Prairie, Powder River, and Wibaux Counties

When travel pay is applicable and is shown as an additional amount added to base pay, it means for hours worked on the project, not time spent traveling.

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

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

Appendix I

M. Employment Preference
Sections 18-2-403 and 18-2-409, Montana Code Annotated requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

N. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

BOILER OPERATORS
BUILDING INSPECTORS
DITCH RIDERS
ELEVATOR REPAIRERS
HIGHWAY MAINTENANCE WORKERS
JANITORS AND CLEANERS
STREET CLEANERS AND SWEEPERS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS
FOREST FUELS MITIGATION SAWYERS
FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS
TIMBER MARKERS
TREE PLANTERS
TREE TRIMMERS AND PRUNERS

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

BASIN OPERATORS
HAZARDOUS MATERIALS REMOVAL WORKERS
METER READERS
PUMP STATION OPERATORS
REFUSE AND RECYCLABLE COLLECTORS
SANITARY LANDFILL ATTENDANTS
SANITARY LANDFILL OPERATORS
SEWAGE DISPOSAL WORKERS
SEWER PIPE CLEANERS AND REPAIRERS
WASTEWATER TREATMENT PLANT ATTENDANTS
WASTEWATER TREATMENT PLANT OPERATORS
WATER TREATMENT PLANT OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS
BAILIFFS
CORRECTION AND DETENTION OFFICERS
DISPATCHERS
PARKING ENFORCEMENT OFFICERS
PROBATION OFFICERS
SECURITY GUARDS, (Armed)
SECURITY GUARDS, (Unarmed)

Appendix I

FIRE PROTECTION

FIRE MARSHALLS
FIREFIGHTERS, (Wildlands)

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS, (School)
BUS DRIVERS
TRUCK DRIVERS, (Light or Delivery)
VAN DRIVERS, (Shuttle)

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

ADVANCED PRACTICE NURSES
EMERGENCY MEDICAL TECHNICIANS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
MEDICAL LABORATORY TECHNICIANS
MEDICAL LABORATORY TECHNOLOGISTS
NURSES, (Community Health)
NURSES, (Office)
NURSING AIDES, ORDERLIES AND ATTENDANTS
PHYSICIAN ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS
MAIL CARRIERS
MAIL SORTERS AND PROCESSORS

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)
COUNTER ATTENDANTS
DINING ROOM ATTENDANTS
FOOD PREPARATION WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS
BUS AND TRUCK MECHANICS, (Diesel Engines)
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS
COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS
RADIO ENGINEER TECHNICIANS

Appendix I

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES:

BASIN OPERATORS

No Rate Established

BOILER OPERATORS

	Wage	Benefit
District 1	$17.92	$8.70
District 2	$17.92	$8.70
District 3	$17.92	$8.70
District 4	$17.92	$8.70
District 5	$17.92	$8.70
District 6	$17.92	$8.70
District 7	$17.92	$8.70
District 8	$17.92	$8.70
District 9	$17.92	$8.70
District 10	$17.92	$8.70

BUILDING INSPECTORS

	Wage	Benefit
District 1	$17.52	$5.51
District 2	$17.52	$5.51
District 3	$17.52	$5.51
District 4	$17.52	$5.51
District 5	$17.11	$5.84
District 6	$17.52	$5.51
District 7	$17.79	$5.51
District 8	$17.52	$5.51
District 9	$17.52	$5.51
District 10	$17.52	$5.51

DITCH RIDERS

	Wage	Benefit
District 1	$13.90	$3.46
District 2	$14.09	$4.80
District 3	$11.25	$1.71
District 4	$12.07	$2.81
District 5	$13.34	$2.24
District 6	$14.03	$2.95
District 7	$14.18	$3.04
District 8	$14.24	$4.03
District 9	$15.19	$4.14
District 10	$12.78	$6.45

Appendix I

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	$45.39	$26.87
District 2	$45.39	$26.87
District 3	$45.39	$26.87
District 4	$45.39	$26.87
District 5	$45.39	$26.87
District 6	$45.39	$26.87
District 7	$45.39	$26.87
District 8	$45.39	$26.87
District 9	$45.39	$26.87
District 10	$45.39	$26.87

Travel:
All Districts
0-15 mi. free zone
>15-25 mi. $36.30/day
>25-35 mi. $72.59/day
>35 mi. $72.55/day

HIGHWAY MAINTENANCE WORKERS

	Wage	Benefit
District 1	$19.95	$6.16
District 2	$20.74	$6.04
District 3	$23.10	$6.93
District 4	$16.51	$6.63
District 5	$20.01	$6.07
District 6	$18.66	$8.36
District 7	$17.88	$6.15
District 8	$17.41	$1.23
District 9	$19.48	$6.62
District 10	$18.95	$4.36

Duties Include:
Patching pavement, repairing guard rails, clearing brush, and plowing snow. Maintains highways, municipal and rural roads, airport runways, and right-of-ways.

Appendix I

JANITORS AND CLEANERS

	Wage	Benefit
District 1	$12.95	$4.21
District 2	$10.16	$4.06
District 3	$11.60	$3.56
District 4	$11.35	$4.02
District 5	$11.68	$3.81
District 6	$11.98	$3.53
District 7	$10.41	$2.48
District 8	$10.36	$3.95
District 9	$12.03	$4.50
District 10	$10.49	$2.80

Duties Include:
Heavy cleaning, routine maintenance, tending boiler or furnace, and removing debris or snow from sidewalks.

STREET CLEANERS AND SWEEPERS

	Wage	Benefit
District 1	$19.19	$5.18
District 2	$19.31	$5.32
District 3	$19.25	$4.47
District 4	$19.19	$5.18
District 5	$21.22	$5.09
District 6	$17.13	$5.29
District 7	$17.21	$5.75
District 8	$19.31	$5.32
District 9	$19.31	$5.32
District 10	$19.31	$5.32

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS

	Wage	Benefit
District 1	$13.51	$4.45
District 2	$12.11	$3.85
District 3	$ 8.00	$4.73
District 4	$10.77	$4.40
District 5	$11.40	$4.45
District 6	$10.33	$4.42
District 7	$14.22	$3.26
District 8	$10.56	$3.08
District 9	$11.81	$2.98
District 10	$13.02	$3.07

FOREST FUELS MITIGATION SAWYERS

No Rate Established

Appendix I

FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	$13.36	$3.50
District 2	$13.36	$3.50
District 3	$13.36	$3.50
District 4	$13.36	$3.50
District 5	$13.36	$3.50
District 6	$13.36	$3.50
District 7	$13.36	$3.50
District 8	$13.36	$3.50
District 9	$13.36	$3.50
District 10	$13.36	$3.50

LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	$12.92	$3.61
District 2	$11.18	$5.13
District 3	$ 8.00	$4.21
District 4	$11.48	$3.93
District 5	$11.37	$4.97
District 6	$13.45	$3.66
District 7	$10.71	$4.16
District 8	$11.66	$5.00
District 9	$ 9.25	$4.24
District 10	$12.74	$4.99

PEST CONTROL WORKERS

	Wage	Benefit
District 1	$12.80	$2.97
District 2	$12.94	$2.97
District 3	$11.65	$1.59
District 4	$12.94	$2.97
District 5	$11.44	$1.59
District 6	$10.50	$1.59
District 7	$13.28	$2.97
District 8	$13.04	$3.17
District 9	$12.94	$2.97
District 10	$12.94	$2.97

Appendix I

PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS

	Wage	Benefit
District 1	$12.58	$1.77
District 2	$11.76	$0.96
District 3	$12.86	$0.91
District 4	$11.25	$2.14
District 5	$12.25	$1.72
District 6	$10.50	$1.59
District 7	$12.07	$2.89
District 8	$13.42	$2.60
District 9	$12.59	$3.97
District 10	$14.18	$3.37

TIMBER MARKERS

No Rate Established

TREE PLANTERS

No Rate Established

TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	$23.49	$7.60
District 2	$23.49	$7.60
District 3	$23.49	$7.60
District 4	$23.49	$7.60
District 5	$23.49	$7.60
District 6	$23.49	$7.60
District 7	$23.49	$7.60
District 8	$23.49	$7.60
District 9	$23.49	$7.60
District 10	$23.49	$7.60

Travel:
All Districts
0-25 mi. - free zone
>25-50 mi. - $20.00/day
>50 mi. - $60.00/day

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

HAZARDOUS MATERIALS REMOVAL WORKERS

No Rate Established

Appendix I

METER READERS

	Wage	Benefit
District 1	$16.36	$5.99
District 2	$16.25	$5.81
District 3	$16.06	$4.82
District 4	$16.10	$8.23
District 5	$19.28	$4.95
District 6	$17.79	$5.33
District 7	$16.80	$5.96
District 8	$15.89	$5.81
District 9	$16.40	$6.70
District 10	$16.25	$5.81

PUMP STATION OPERATORS

No Rate Established

REFUSE AND RECYCLABLE COLLECTORS

	Wage	Benefit
District 1	$18.00	$6.00
District 2	$17.56	$6.59
District 3	$17.43	$5.48
District 4	$16.05	$8.62
District 5	$19.14	$4.23
District 6	$16.86	$5.17
District 7	$15.88	$5.85
District 8	$16.83	$6.32
District 9	$14.79	$6.09
District 10	$15.76	$5.30

SANITARY LANDFILL ATTENDANTS

	Wage	Benefit
District 1	$14.48	$6.16
District 2	$14.76	$5.77
District 3	$14.31	$5.02
District 4	$13.81	$4.46
District 5	$14.08	$4.25
District 6	$14.42	$5.22
District 7	$14.01	$4.33
District 8	$13.23	$4.10
District 9	$14.19	$4.99
District 10	$14.19	$4.99

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SANITARY LANDFILL OPERATORS

	Wage	Benefit
District 1	$20.08	$5.06
District 2	$20.48	$5.59
District 3	$19.74	$5.61
District 4	$15.18	$6.12
District 5	$19.63	$4.97
District 6	$18.50	$5.61
District 7	$17.45	$5.76
District 8	$18.73	$5.34
District 9	$15.30	$5.72
District 10	$18.83	$5.63

SEWAGE DISPOSAL WORKERS

No Rate Established

SEWER PIPE CLEANERS AND REPAIRERS

	Wage	Benefit
District 1	$22.42	$5.03
District 2	$22.42	$5.03
District 3	$22.42	$5.03
District 4	$22.42	$5.03
District 5	$22.42	$5.03
District 6	$22.42	$5.03
District 7	$22.42	$5.03
District 8	$22.42	$5.03
District 9	$22.42	$5.03
District 10	$22.42	$5.03

WATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	$22.75	$6.35
District 2	$26.19	$6.48
District 3	$27.16	$6.93
District 4	$16.18	$7.11
District 5	$21.32	$5.09
District 6	$23.35	$6.19
District 7	$18.77	$6.03
District 8	$18.00	$5.63
District 9	$17.99	$6.64
District 10	$18.93	$5.63

WASTEWATER TREATMENT PLANT ATTENDANTS

No Rate Established

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WASTEWATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	$13.88	$3.61
District 2	$21.71	$5.90
District 3	$27.16	$6.93
District 4	$22.24	$7.09
District 5	$22.40	$5.17
District 6	$23.65	$6.09
District 7	$21.17	$6.28
District 8	$18.00	$5.40
District 9	$20.64	$6.96
District 10	$18.00	$6.09

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS

	Wage	Benefit
District 1	$16.53	$5.81
District 2	$15.14	$5.90
District 3	$16.30	$5.49
District 4	$16.09	$5.78
District 5	$16.06	$5.85
District 6	$16.75	$5.89
District 7	$16.46	$6.11
District 8	$16.29	$5.90
District 9	$15.68	$6.08
District 10	$16.06	$5.90

BAILIFFS

	Wage	Benefit
District 1	$15.32	$4.32
District 2	$15.32	$4.32
District 3	$15.32	$4.32
District 4	$15.32	$4.32
District 5	$15.32	$4.32
District 6	$15.32	$4.32
District 7	$15.32	$4.32
District 8	$15.32	$4.32
District 9	$15.32	$4.32
District 10	$15.32	$4.32

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CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	$16.64	$3.65
District 2	$12.82	$3.30
District 3	$11.89	$3.30
District 4	$14.67	$4.87
District 5	$14.96	$4.37
District 6	$15.77	$4.96
District 7	$15.09	$4.91
District 8	$15.30	$5.10
District 9	$13.74	$5.57
District 10	$15.37	$4.93

DISPATCHERS

	Wage	Benefit
District 1	$16.51	$4.80
District 2	$15.33	$7.30
District 3	$14.09	$4.13
District 4	$15.19	$5.20
District 5	$16.24	$3.94
District 6	$19.88	$4.24
District 7	$16.15	$4.54
District 8	$14.01	$2.53
District 9	$16.28	$6.58
District 10	$16.62	$4.20

PARKING ENFORCEMENT OFFICERS

	Wage	Benefit
District 1	$13.93	$5.62
District 2	$13.86	$5.85
District 3	$13.86	$5.85
District 4	$13.86	$5.85
District 5	$13.71	$5.14
District 6	$13.71	$5.14
District 7	$13.71	$5.14
District 8	$13.86	$5.85
District 9	$13.86	$5.85
District 10	$13.86	$5.85

PROBATION OFFICERS

No Rate Established

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SECURITY GUARDS, (Armed)

	Wage	Benefit
District 1	$10.00	$1.00
District 2	$15.00	$1.00
District 3	$12.13	$1.00
District 4	$10.00	$1.00
District 5	$10.22	$1.00
District 6	$12.13	$1.00
District 7	$12.13	$1.00
District 8	$12.13	$1.00
District 9	$12.13	$1.00
District 10	$12.13	$1.00

SECURITY GUARDS, (Unarmed)

	Wage	Benefit
District 1	$ 9.00	$1.00
District 2	$14.99	$3.75
District 3	$ 9.91	$2.20
District 4	$ 8.95	$1.00
District 5	$10.01	$1.10
District 6	$13.50	$1.40
District 7	$10.89	$1.37
District 8	$10.69	$1.36
District 9	$10.69	$1.36
District 10	$10.69	$1.36

FIRE PROTECTION

FIRE MARSHALLS

No Rate Established

FIREFIGHTERS, (Wildlands)

	Wage	Benefit
District 1	$15.30	$5.48
District 2	$10.54	$3.35
District 3	$22.78	$7.80
District 4	$21.76	$8.55
District 5	$21.93	$8.22
District 6	$20.23	$7.67
District 7	$19.89	$8.35
District 8	$17.98	$5.47
District 9	$20.09	$8.35
District 10	$17.98	$5.47

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS

	Wage	Benefit
District 1	$14.05	$5.60
District 2	$15.33	$5.42
District 3	$13.50	$4.50
District 4	$15.46	$6.35
District 5	$13.78	$4.46
District 6	$12.50	$4.35
District 7	$13.76	$5.46
District 8	$15.00	$4.54
District 9	$13.20	$6.00
District 10	$13.12	$4.00

BUS DRIVERS, (School)

	Wage	Benefit
District 1	$14.99	$5.52
District 2	$15.44	$4.79
District 3	$13.16	$3.53
District 4	$14.90	$4.23
District 5	$14.36	$3.79
District 6	$15.03	$5.85
District 7	$12.31	$1.88
District 8	$14.07	$3.46
District 9	$14.04	$7.17
District 10	$16.60	$5.23

TRUCK DRIVERS, (Light or Delivery)

	Wage	Benefit
District 1	$15.00	$4.65
District 2	$19.61	$4.80
District 3	$ 9.50	$6.00
District 4	$15.45	$3.16
District 5	$12.94	$4.55
District 6	$16.48	$4.10
District 7	$15.71	$4.78
District 8	$16.84	$7.80
District 9	$16.10	$4.65
District 10	$11.00	$2.63

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VAN DRIVERS, (Shuttle)

	Wage	Benefit
District 1	$12.02	$3.02
District 2	$11.02	$3.15
District 3	$10.50	$3.15
District 4	$12.36	$2.77
District 5	$12.00	$3.30
District 6	$10.00	$3.15
District 7	$10.96	$3.30
District 8	$10.29	$3.47
District 9	$12.05	$2.95
District 10	$11.02	$3.15

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

ADVANCED PRACTICE NURSES

	Wage	Benefit
District 1	$34.68	$12.00
District 2	$40.91	$10.23
District 3	$41.05	$ 5.17
District 4	$41.27	$ 8.86
District 5	$38.88	$ 7.65
District 6	$40.04	$ 5.85
District 7	$39.34	$ 7.99
District 8	$38.62	$ 8.54
District 9	$39.27	$ 8.49
District 10	$38.98	$ 8.54

Occupations Include:
Nurse Practitioners, Clinical Nurse Specialists, Nurse Anesthetists, and Nurse Midwives.

EMERGENCY MEDICAL TECHNICIANS

	Wage	Benefit
District 1	$13.80	$3.17
District 2	$12.02	$3.01
District 3	$12.95	$3.17
District 4	$13.98	$3.04
District 5	$13.71	$3.04
District 6	$13.03	$3.04
District 7	$17.49	$3.04
District 8	$12.90	$2.64
District 9	$13.28	$2.64
District 10	$10.00	$2.64

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HOME HEALTH AIDES

	Wage	Benefit
District 1	$14.96	$2.21
District 2	$11.10	$2.38
District 3	$ 9.51	$2.90
District 4	$ 8.50	$2.13
District 5	$ 8.91	$2.21
District 6	$10.79	$3.21
District 7	$ 8.95	$2.31
District 8	$11.55	$3.47
District 9	$ 8.96	$2.33
District 10	$12.48	$3.13

LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	$17.70	$4.36
District 2	$17.48	$4.37
District 3	$17.06	$5.36
District 4	$17.79	$4.32
District 5	$16.37	$5.14
District 6	$18.04	$3.55
District 7	$17.94	$4.08
District 8	$18.24	$4.01
District 9	$17.84	$4.20
District 10	$18.55	$4.07

MEDICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	$19.36	$6.07
District 2	$18.88	$7.09
District 3	$19.10	$6.43
District 4	$18.96	$5.56
District 5	$20.22	$5.39
District 6	$18.49	$5.53
District 7	$18.04	$4.60
District 8	$17.12	$4.75
District 9	$17.53	$4.24
District 10	$16.37	$4.36

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MEDICAL LABORATORY TECHNOLOGISTS

	Wage	Benefit
District 1	$24.06	$7.22
District 2	$26.35	$6.59
District 3	$25.63	$6.69
District 4	$24.91	$6.56
District 5	$25.31	$6.77
District 6	$25.62	$6.75
District 7	$26.55	$6.34
District 8	$28.15	$5.82
District 9	$24.03	$7.74
District 10	$27.20	$5.98

NURSES, (Community Health)

	Wage	Benefit
District 1	$25.50	$6.50
District 2	$24.74	$6.31
District 3	$24.19	$4.88
District 4	$23.46	$5.70
District 5	$24.57	$4.72
District 6	$22.55	$3.82
District 7	$23.72	$5.92
District 8	$26.33	$7.90
District 9	$21.31	$7.70
District 10	$24.57	$7.84

NURSES, (Office)

	Wage	Benefit
District 1	$22.15	$6.40
District 2	$28.47	$7.12
District 3	$24.80	$6.77
District 4	$29.25	$4.83
District 5	$24.00	$6.37
District 6	$23.85	$7.05
District 7	$24.88	$6.70
District 8	$24.46	$6.09
District 9	$29.00	$7.20
District 10	$25.93	$6.57

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NURSING AIDES, ORDERLIES AND ATTENDANTS

	Wage	Benefit
District 1	$11.45	$2.75
District 2	$10.01	$2.72
District 3	$10.62	$5.19
District 4	$11.72	$3.96
District 5	$11.93	$5.38
District 6	$11.76	$3.08
District 7	$11.59	$2.00
District 8	$11.70	$2.52
District 9	$10.84	$3.75
District 10	$12.17	$2.78

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

PHYSICIAN ASSISTANTS

	Wage	Benefit
District 1	$40.63	$12.00
District 2	$38.82	$ 9.71
District 3	$39.66	$ 6.72
District 4	$42.17	$ 9.76
District 5	$41.16	$ 9.59
District 6	$40.15	$10.29
District 7	$42.03	$ 8.86
District 8	$42.07	$ 8.60
District 9	$38.02	$ 9.22
District 10	$47.27	$ 8.57

REGISTERED NURSES

	Wage	Benefit
District 1	$25.43	$7.11
District 2	$28.79	$7.20
District 3	$23.58	$5.03
District 4	$23.07	$4.80
District 5	$23.57	$6.63
District 6	$27.77	$6.94
District 7	$21.53	$2.00
District 8	$30.22	$6.22
District 9	$26.59	$7.18
District 10	$23.88	$5.22

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MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS

	Wage	Benefit
District 1	$12.83	$3.66
District 2	$13.88	$3.92
District 3	$14.47	$7.41
District 4	$13.98	$4.16
District 5	$13.75	$5.83
District 6	$13.90	$4.30
District 7	$14.46	$5.06
District 8	$15.78	$4.78
District 9	$15.13	$4.61
District 10	$15.56	$4.75

MAIL CARRIERS

	Wage	Benefit
District 1	$11.93	$6.26
District 2	$11.73	$6.59
District 3	$11.73	$6.59
District 4	$11.58	$5.46
District 5	$11.58	$5.46
District 6	$11.58	$5.46
District 7	$11.58	$5.46
District 8	$11.58	$5.46
District 9	$11.58	$5.46
District 10	$11.58	$5.46

MAIL SORTERS AND PROCESSORS

	Wage	Benefit
District 1	$11.13	$5.00
District 2	$11.42	$5.00
District 3	$11.59	$5.00
District 4	$10.76	$5.00
District 5	$11.16	$5.00
District 6	$12.33	$5.00
District 7	$11.77	$5.00
District 8	$11.42	$5.00
District 9	$11.42	$5.00
District 10	$11.42	$5.00

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FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)

	Wage	Benefit
District 1	$11.38	$3.84
District 2	$11.05	$4.19
District 3	$11.60	$5.04
District 4	$12.72	$5.20
District 5	$10.87	$4.86
District 6	$13.35	$3.98
District 7	$12.13	$3.88
District 8	$12.44	$4.61
District 9	$11.65	$4.19
District 10	$11.80	$4.86

COUNTER ATTENDANTS

	Wage	Benefit
District 1	$ 9.41	$3.65
District 2	$ 8.55	$3.41
District 3	$ 7.55	$3.29
District 4	$11.32	$3.89
District 5	$ 9.41	$3.65
District 6	$ 9.23	$3.75
District 7	$10.87	$4.04
District 8	$10.06	$4.43
District 9	$10.20	$4.15
District 10	$ 9.30	$4.08

DINING ROOM ATTENDANTS

	Wage	Benefit
District 1	$11.14	$2.18
District 2	$ 8.30	$2.61
District 3	$ 8.33	$2.00
District 4	$11.24	$4.37
District 5	$ 8.24	$4.56
District 6	$11.69	$3.25
District 7	$ 8.00	$2.00
District 8	$ 8.74	$2.59
District 9	$ 7.96	$2.20
District 10	$ 8.43	$2.54

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FOOD PREPARATION WORKERS

	Wage	Benefit
District 1	$ 9.50	$2.81
District 2	$10.64	$2.66
District 3	$ 9.67	$3.38
District 4	$ 9.69	$3.50
District 5	$10.17	$3.30
District 6	$10.66	$3.60
District 7	$ 8.76	$2.00
District 8	$ 9.04	$3.26
District 9	$ 8.86	$4.27
District 10	$ 9.74	$2.00

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS

	Wage	Benefit
District 1	$17.75	$3.32
District 2	$18.99	$2.37
District 3	$17.49	$4.41
District 4	$15.06	$3.00
District 5	$20.80	$5.06
District 6	$20.17	$4.57
District 7	$21.00	$4.13
District 8	$18.22	$5.00
District 9	$19.87	$3.55
District 10	$17.75	$4.47

BUS AND TRUCK MECHANICS, (Diesel Engine)

	Wage	Benefit
District 1	$18.43	$4.71
District 2	$21.73	$5.81
District 3	$17.72	$3.15
District 4	$16.56	$5.20
District 5	$18.45	$4.90
District 6	$18.90	$4.91
District 7	$18.88	$5.29
District 8	$22.01	$7.27
District 9	$19.37	$5.65
District 10	$21.77	$6.46

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CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	$18.09	$6.43
District 2	$18.70	$6.03
District 3	$20.66	$5.43
District 4	$16.08	$7.11
District 5	$20.80	$5.06
District 6	$21.08	$4.23
District 7	$18.46	$5.97
District 8	$20.54	$4.82
District 9	$16.48	$6.70
District 10	$18.70	$6.03

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

	Wage	Benefit
District 1	$17.47	$2.64
District 2	$18.67	$2.24
District 3	$17.88	$2.00
District 4	$16.39	$2.91
District 5	$18.10	$2.38
District 6	$17.20	$2.00
District 7	$18.97	$2.25
District 8	$21.69	$2.00
District 9	$19.27	$2.32
District 10	$21.15	$2.00

COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS

	Wage	Benefit
District 1	$17.89	$4.02
District 2	$15.85	$2.50
District 3	$18.03	$3.94
District 4	$20.33	$6.05
District 5	$20.63	$5.84
District 6	$19.57	$5.87
District 7	$19.82	$5.98
District 8	$17.94	$5.39
District 9	$19.71	$6.02
District 10	$19.28	$5.83

RADIO ENGINEER TECHNICIANS

No Rate Established

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

PROPOSED REVISED CONTRACT
Staffing Pattern

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	13.00
SECURITY/OPERATIONS	54.00
UNIT MANAGEMENT	59.40
MAINTENANCE	4.00
SERVICES	3.00
PROGRAMS	9.00
HEALTH SERVICES	15.60
EDUCATION	10.00
TOTAL	**168.00**

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Manager, Operations Finance	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Investigator / STG Coordinator	1	0	0	5	1.00	1.00
Grievance Coordinator	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mailroom Clerk	1	0	0	5	1.00	1.00
Administrative Clerk-Payroll/Master Scheduler	2	0	0	5	1.00	2.00
TOTAL						**13.00**

SECURITY/OPERATIONS 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Security	1	0	0	5	1.00	1.00
* Visitation Officer	2	0	0	2	1.00	2.00
* Work Detail Officer	1	0	0	5	1.00	1.00
* Laundry Officer	0	1	0	5	1.20	1.00
* Utility / Education Officer	1	0	0	5	1.20	1.00
* Armory/Key Control Officer	1	0	0	5	1.00	1.00
* Transportation Officer	2	0	0	5	1.20	2.00
Utility / Recreation Officer - Segregation	1	0	0	5	1.20	1.00
Administrative Clerk	1	0	0	5	1.00	1.00

SECURITY/OPERATIONS 12-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Shift Supervisor	1	1	7	2.20	5.00
Assistant Shift Supervisor	1	1	7	2.20	5.00
* Front Lobby Officer	1	0	7	2.20	2.20
* Central Control Officer	2	1	7	2.20	6.60
* Perimeter Patrol (Mobile) Officer	1	1	7	2.20	4.40
* Recreation Officer	2	0	7	2.20	4.40
* Utility/Search & Escort Officer	2	2	7	2.20	8.80
* Medical Officer	1	1	7	2.20	4.40

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

PROPOSED REVISED CONTRACT
Staffing Pattern

* Kitchen Officer	1	0		7	2.20	2.20
TOTAL	**12**	**7**				**54.00**

UNIT MANAGEMENT 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Unit Management	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Records Clerk	1	0	0	5	1.00	1.00
Unit Manager	2	0	0	5	1.00	2.00
Case Manager	2	2	0	5	1.00	4.00
Correctional Counselor	2	0	0	5	1.00	2.00
UNIT MANAGEMENT 12-HOUR SHIFTS	**1ST SHIFT**	**2ND SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
UNIT MANAGEMENT #1 (256-Bed Cellblock / 52-Bed Dorm / 48-Bed Segregation)						
SCO	1	1		7	2.20	4.40
* Housing Officer	3	3		7	2.20	13.20
* Housing Officer- Segregation	1	1		7	2.20	4.40
UNIT MANAGEMENT #2 (256-Bed Cellblock / 96-Bed Cellblock - USMS)						
SCO	1	1		7	2.20	4.40
* Housing Officer	5	5		7	2.20	22.00
TOTAL	**11**	**11**				**59.40**

MAINTENANCE	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	3	0	0	5	1.00	3.00
TOTAL						**4.00**

SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warehouse Manager	1	0	0	5	1.00	1.00
Warehouse/Commissary Worker	2	0	0	5	1.00	2.00
** Food Service Manager	1	0	0	5	1.00	*Contract*
** Food Service Supervisor	1	1	0	7	1.40	*Contract*
TOTAL						**3.00**

PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Classification Supervisor	1	0	0	5	1.00	1.00
Addictions Treatment Manager	1	0	0	5	1.00	1.00
Addictions Treatment Counselor	1	0	0	5	1.00	1.00
Recreation Supervisor	1	0	0	5	1.00	1.00
Recreation Coordinator (Arts & Crafts)	1	0	0	5	1.00	1.00
Chaplain	1	0	0	5	1.00	1.00
Administrative Clerk - ATU	1	0	0	5	1.00	1.00
Administrative Clerk	2	0	0	5	1.00	2.00
TOTAL						**9.00**

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

PROPOSED REVISED CONTRACT
Staffing Pattern

HEALTH SERVICES 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Health Services Administrator	1	0	0	5	1.00	1.00
Dental Hygienist, Part-Time	1	0	0	5	0.60	0.60
RN	1	0	0	5	1.00	1.00

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

PROPOSED REVISED CONTRACT
Staffing Pattern

	HEALTH SERVICES 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	RN, Part-Time****	2	1	0	5	1.00	*PRN*
	LPN, Part-Time****	1	1	0	5	1.00	*PRN*
	Licensed Clinical Social Worker	1	0	0	5	1.00	1.00
	Mental Health Coordinator	1	0	0	5	1.00	1.00
	Medical Records Clerk	1	1	0	5	1.00	2.00
**	Physician		CONTRACT / 4 HOURS PER WEEK				
**	ARNP/PA		CONTRACT / 20 HOURS PER WEEK				
**	Dentist		CONTRACT / 32 HOURS PER WEEK				
**	Dental Assistant		CONTRACT / 32 HOURS PER WEEK				
**	Psychiatrist		CONTRACT / 8 HOURS PER WEEK				
**	Optometrist		CONTRACT / 8 HOURS PER WEEK				
	HEALTH SERVICES 12-HOUR SHIFTS	**1ST SHIFT**	**2ND SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	RN	1	1		7	2.20	4.00
	RN, Part-Time	1	0		7	0.50	0.50
	LPN	1	1		7	2.20	4.00
	LPN, Part-Time	0	1		7	0.50	0.50
	TOTAL						**15.60**

	EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Principal	1	0	0	5	1.00	1.00
	Instructor Supervisor	1	0	0	5	1.00	1.00
	Academic Instructor	4	0	0	5	1.00	4.00
	Vocational Instructor	2	0	0	5	1.00	2.00
	Library Aide	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
**	Librarian			CONTRACT / PRN			
	TOTAL						**10.00**

CROSSROADS660-05/24/12

** Post positions included in the Correctional Officer job classification.*

*** Positions hired on a contractual or fee basis for services rendered.*

***** Positions not funded in budget - only to be used when savings are accrued from turnover and vacancies.*

CROSSROADS CORRECTIONAL CENTER: DAY SHIFT ROSTER: 0700-1900

* Indicates Mandatory Post
28 Mandatory C/O Posts: Mon-Fri
26 Mandatory C/O Posts: Sat-Sun

Correction Officers Posts	Staff Assigned	E.R.T. Positions & Staff Assigned
*Shift Supervisor		Team Leader:
*Asst. Shift Supervisor		Fire Ext:
*Central Control Officer		E. Keys / Eq.:
*Central Control Officer (Mon-Fri)		Video Camera:
*Housing SCO (D-Wing)		Flash. / C.P.R.:
*Housing Officer (D-Wing)		
*Housing SCO (E-Wing)		
*Housing Officer (E-Wing)		
*Housing Officer (H-Pod)		
*Housing Officer (J-Pod)		
*Housing Officer (S-Dorm)		
*Kitchen Officer		
*Lobby Officer		
*Medical Officer		
*Perimeter Officer		
*Pod Control (E-Wing)		
*Pod Control Officer (D-Wing)		
*Recreation Officer		
*Recreation Officer		
*Segregation Officer		
*Transport Officer		
*Transport Officer		
*Utility Officer		
*Utility Officer		
*Utility/Segregation Officer		
*Tool/Key/Armory Officer (5 days coverage)		
*Laundry Officer (5 days coverage)		
*Education Officer (5 days coverage)		
*Visitation Officer (Sat/Sun only)		
*Visitation Officer (Sat/Sun only)		

STAFF ASSIGNED TO CARD	STAFF ASSIGNED TO CARD	OVERTIME STAFF ASSIGNED

STAFF ABSENT	EXCUSED/UNEXCUSED

This form has been approved to comply with MDOC Contractual Obligations: _____

CROSSROADS CORRECTIONAL CENTER: NIGHT SHIFT ROSTER: 1900-0700

* Indicates Mandatory Post
18 Mandatory C/O Posts/ Mon-Sun

Correction Officers Posts	Staff Assigned
*Shift Supervisor	
*Asst. Shift Supervisor	
*Central Control Officer	
*Housing Officer (H-Pod)	
*Housing Officer (J-Pod)	
*Housing SCO (D-Wing)	
*Housing Officer (D-Wing)	
*Housing SCO (E-Wing)	
*Housing Officer (E-Wing)	
*Housing Officer S-Dorm)	
*Medical Officer - Until 9:00pm	
*Perimeter Officer	
*Pod Control (E-Wing)	
*Pod Control Officer (D-Wing)	
*Segregation Officer	
*Utility/Lobby Officer	
*Utility Officer	
*Utility/Segregation/Kitchen Officer	

E.R.T. Positions & Staff Assigned
Team Leader:
Fire Ext:
E. Keys / Eq.:
Video Camera:
Flash. / C.P.R.:

STAFF ASSIGNED TO CARD	STAFF ASSIGNED TO CARD	OVERTIME STAFF ASSIGNED

STAFF ABSENT	EXCUSED/UNEXCUSED

This form has been approved to comply with MDOC Contractual Obligations: _____

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #10**) is made and entered into between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION I

Contract Terms

This section is revised by the addition of the following:

MDOC and MSP Policies and Procedures; means the list of policies and procedures of the Department and Montana State Prison that Contractor shall adopt or substantially comply with as specified on Attachment A to this Amendment.

SECTION III

Duration

Subsection A shall be revised to read as follows:

A. The Operations and Management Contract has been extended through August 31, 2011. The parties may renew this Contract for four (4) [additional] two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The original contract term began September 1, 1999 and the total life of the Contract, including renewals, shall not go beyond August 31, 2019.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate **retroactive to September 1, 2009 and ending August 31, 2011 shall be $54.84** per inmate day for each MDOC inmate housed at the Facility. This rate will remain in effect until changed by mutual agreement. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the Facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

The MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two 48 bed blocks used for the USMS, before placing inmates in the 52 bed dorm.

SECTION XII

Facility Administration

Subsection B shall be revised to read as follows:

B. The Contractor shall have a policy and procedure manual pre-approved by the Department which specifically describes the programs and services it offers. The policy manual shall be reviewed annually by the Contractor and updated when necessary. All revisions to the manual must be submitted to the Department for review and approval prior to implementation. The Department will review and provide approval or comments within 30 days of receipt of revisions to the manual. Contractor may utilize its own procedures for policy implementation. The manual must be accessible to all employees and all revisions must be circulated to all employees prior to implementation. To encourage consistent inmate management and treatment, the Contractor shall adopt or substantially comply with the MDOC and MSP Policies and Procedures as specified on Attachment A to this Amendment. If there is a conflict between Attachment A and any other contract term, Attachment A shall prevail.

APPENDIX II – POSITION ROSTER

Appendix II is replaced in its entirety, as per the attached.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

2·19·10
Date

Brian Schweitzer, Governor
State of Montana

July 29, 2010
Date

CONTRACTOR

Natasha Metcalf, Vice President
~~Customer Contracts~~ Partnership Development
Corrections Corporation of America

7/1/10
Date

Approved for Legal Content by:

Diana Koch
Chief General Counsel
Montana Department of Corrections

2/17/10
Date

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
660 Male Beds (564 MT / 96 USMS)

CONTRACT AMENDMENT

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	70.00
UNIT MANAGEMENT	53.60
MAINTENANCE	4.00
SERVICES	3.00
PROGRAMS	12.00
HEALTH SERVICES	13.60
EDUCATION	10.00
TOTAL	176.20

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Manager, Operations Finance	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mailroom Clerk	1	0	0	5	1.00	1.00
Administrative Clerk-Payroll/Master Scheduler	1	0	0	5	1.00	1.00
TOTAL						10.00

	SECURITY/OPERATIONS 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Security	1	0	0	5	1.00	1.00
	SCO - STG / Investigative Officer	1	0	0	5	1.00	1.00
*	Grievance Officer	1	0	0	5	1.00	1.00
*	Visitation Officer	2	0	0	5	1.20	3.00
*	Work Detail Officer	2	0	0	5	1.00	2.00
*	Laundry Officer	1	0	0	5	1.20	1.00
*	Education Officer	1	0	0	5	1.20	1.00
*	Armory/Key Control Officer	0	1	0	5	1.00	1.00
*	Front Lobby Officer	1	1	0	7	1.72	3.00
*	Correctional Officer, Part-Time	1	1	0	5	0.50	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
	SECURITY/OPERATIONS 12-HOUR SHIFTS	**7 AM SHIFT**	**7 PM SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Shift Supervisor	1	1		7	2.20	5.00
	Assistant Shift Supervisor	1	1		7	2.20	5.00
*	Central Control Officer	2	1		7	2.20	6.60
*	Perimeter Patrol (Mobile) Officer	1	1		7	2.20	4.40
*	Recreation Officer	2	0		7	2.20	4.40
*	Utility/Search & Escort Officer	2	2		7	2.20	8.80
*	Utility/Segregation Officer	1	1		7	2.20	4.40
*	Segregation Officer	1	1		7	2.20	4.40
*	Medical Officer	1	1		7	2.20	4.40

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
660 Male Beds (564 MT / 96 USMS)

CONTRACT AMENDMENT

	SECURITY/OPERATIONS 12-HOUR SHIFTS	7 AM SHIFT	7 PM SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
*	Transportation Officer	2	0	7	2.20	4.40
*	Kitchen Officer	1	0	7	2.20	2.20
	TOTAL	15	9			70.00

	UNIT MANAGEMENT 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Unit Management	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
	Records Clerk	1	0	0	5	1.00	1.00
	Unit Manager	2	0	0	5	1.00	2.00
	Case Manager	4	0	0	5	1.00	4.00
	Correctional Counselor	4	1	0	5	1.00	5.00
	UNIT MANAGEMENT 12-HOUR SHIFTS	**7 AM SHIFT**	**7 PM SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	UNIT MANAGEMENT #1 (256-Bed Cellblock / 52-Bed Dorm)						
*	Housing Officer	4	4		7	2.20	17.60
	UNIT MANAGEMENT #2 (256-Bed Cellblock / 96-Bed Cellblock - USMS)						
*	Housing Officer	5	5		7	2.20	22.00
	TOTAL	9	9				53.60

	MAINTENANCE	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Maintenance Supervisor	1	0	0	5	1.00	1.00
	Maintenance Worker	3	0	0	5	1.00	3.00
	TOTAL						4.00

	SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Warehouse Manager	1	0	0	5	1.00	1.00
***	Warehouse/Commissary Worker	2	0	0	5	1.00	2.00
**	Food Service Manager	1	0	0	5	1.00	*Contract*
**	Food Service Supervisor	1	1	0	7	1.40	*Contract*
	TOTAL						3.00

	PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Classification Supervisor	1	0	0	5	1.00	1.00
	Licensed Clinical Social Worker	1	0	0	5	1.00	1.00
	Mental Health Coordinator	1	0	0	5	1.00	1.00
	Addictions Treatment Manager	1	0	0	5	1.00	1.00
	Addictions Treatment Counselor	1	0	0	5	1.00	1.00
	Recreation Supervisor	1	0	0	5	1.00	1.00
	Recreation Coordinator (Arts & Crafts)	1	0	0	5	1.00	1.00
	Chaplain	1	0	0	5	1.00	1.00
	Administrative Clerk - ATU	1	0	0	5	1.00	1.00
	Administrative Clerk	3	0	0	5	1.00	3.00
**	Contract Attorney			CONTRACT / PRN			

TOTAL	12.00

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
660 Male Beds (564 MT / 96 USMS)

CONTRACT AMENDMENT

	Health Services 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	Dental Hygienist	1	0	0	5	0.60	0.60
	RN	1	0	0	5	1.00	1.00
	Medical Records Clerk	1	1	0	5	1.00	2.00
**	Physician (CMA)	CONTRACT / 4 HOURS PER WEEK					
**	ARNP/PA (CMA)	CONTRACT / 20 HOURS PER WEEK					
**	Dentist (CDA)	CONTRACT / 32 HOURS PER WEEK					
**	Dental Assistant	CONTRACT / 32 HOURS PER WEEK					
**	Psychiatrist (CMA)	CONTRACT / 8 HOURS PER WEEK					
**	Optometrist	CONTRACT / 8 HOURS PER WEEK					
	Health Services 12-HOUR SHIFTS	**7 AM SHIFT**	**7 PM SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	RN	1	1		7	2.20	4.00
	RN, Part-Time	1	0		7	0.50	0.50
	LPN	1	1		7	2.20	4.00
	LPN, Part-Time	0	1		7	0.50	0.50
	TOTAL						13.60

	EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Principal	1	0	0	5	1.00	1.00
	Instructor Supervisor	1	0	0	5	1.00	1.00
	Academic Instructor	4	0	0	5	1.00	4.00
	Vocational Instructor	2	0	0	5	1.00	2.00
	Library Aide	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
**	Librarian	CONTRACT / PRN					
	TOTAL						10.00

CROSSROADS660-12HOUR-CONTRACT-06/22/10

* ***Post positions included in the Correctional Officer job classification.***

** ***Positions hired on a contractual or fee basis for services rendered.***

*** ***Salary and benefits reimbursed from commissary profits***

dentists that provides services exclusively to CCA correctional facilities.

ATTACHMENT A

Inventory of DOC & MSP Policies & Procedures that apply to Crossroads Correctional Center (CCC) Facility (8-26-09)

The policies and or procedures highlighted in yellow and underlined are policies and or procedures that must be adopted by the CCC facility. The other listed policies and or procedures must be substantially complied with as determined by the MDOC.

DOC Policies that apply to CCC facility

Chapter 1

1.1.6, Incident Reporting and Acting Director System
1.1.7, Compliance Monitoring
1.1.8, Media Relations
1.1.10, Department Facility/Program Tours

1.2.6, Offender Financial Transactions
1.2.10, Commissary/Canteen
1.2.12, Adult Offender Welfare Accounts

1.3.12, Staff Association and Conduct with Offenders
1.3.13, Staff Misconduct Investigations
1.3.14, Prison Rape Elimination Act (PREA)
1.3.15, Americans with Disabilities Act (ADA)
1.3.16, Volunteer Services
1.3.35, Blood-borne Pathogens Exposure Control Plan

1.4.1, Staff Development and Training
1.5.4, Transfer of Offender Records
1.5.5, Case Records Management
1.5.6, Offender Records Access and Release
1.5.7, Case Records Auditing
1.5.9, Reporting Requirements for Criminally Convicted Youth

1.7.1, Information Technology Services
1.7.3, Data Quality
1.7.5, Video Conferencing Services
1.7.6, Unlawful Use of Computers
1.7.7, Computer Security
1.7.9, Acceptable Use of IT Resources (applicable to State-owned equipment only)
1.7.13, Offender Access to Computers (applicable to State-owned equipment only)
1.7.14, Software Licenses (applicable to State-owned equipment only)

1.8.1, Victim Services
1.8.2, Victim-Offender Dialogue
1.8.3, Offender Accountability Letters

Chapter 2

2.2.1, Facility Design/Capacity
2.1.1, Facility Maintenance

Chapter 3

3.1.1, Management of the Security Program
3.1.2 RD, Facility Operations Manuals
3.1.3, Log and Record-keeping Systems (use of red ink is acceptable)
3.1.4 RD, Perimeter Security
3.1.5, Entrance Procedures and Containment of Non-offenders
3.1.6 RD, Control Center Operations
3.1.7 RD, Emergency Equipment & Armory Operations
3.1.8 RD, Use of Force & Restraints
3.1.10 Chemical agents
3.1.11, Offender Movement Control
3.1.12, Offender Escort and Transport
3.1.13, Key Control
3.1.15, Security Inspections
3.1.17, Searches and Contraband Control
3.1.19, Investigations
3.1.20, Offender Drug Testing Program
3.1.24 RD, Security Threat Group Identification & Management
3.1.26, Polygraph Tests for Offenders
3.1.28, Crime Scene and Physical Evidence Preservation
3.1.30, Offender Escorted Leave
3.1.34, Correctional Facility Staffing

3.2.10, Fire and Life Safety
3.2.11, Fire Response/Preparedness
3.2.12, Control and Use of Hazardous Materials
3.2.13, Safety Inspections

3.3.1, Legal Rights of Offenders
3.3.2, Offender Legal Access to Courts
3.3.3, Offender Grievance Program
3.3.4, Media Access to Offenders
3.3.5, Offender/Staff Communication Methods
3.3.6, Offender Mail
3.3.7, Offender Access to Telephones
3.3.8, Offender Visiting
3.3.9, Offender Marriages

3.4.1, Adult Institutional Discipline
3.4.2, Prohibited Acts
3.4.3, Tobacco Use Regulations

3.5.1, Locked Housing Unit Operations
3.5.3, Mental Health Cases in Locked Unit Status

3.5.4, Log Systems in Locked Housing Units
3.5.5, Behavior Management Plans

Chapter 4

4.1.1, Offender Admissions Process
4.1.2, Offender Reception & Orientation
4.1.3, Offender Personal Property
4.1.4, Indigent Status

4.2.1, Offender Classification System
4.2.2, Special Needs Offenders

4.3.1, General Food Service Operations
4.3.2, Menu Planning
4.3.4, Food Service in Special Housing Units

4.4.1, Offender Hygiene, Clothing, & Linen Supplies
4.4.2, Facility Sanitation & Pest Control

4.5.2, Responsible Health Authority
4.5.3, Medical Autonomy
4.5.4, Health Care Credentialing
4.5.5, Health Care Unit Policies and Procedures
4.5.6, Administrative Meetings and Reports

4.6.2 Facility Offender marriages

4.7.1, Medical Parole
4.7.5, Admission & Discharge Reporting System
4.7.6, Release and Transfer Procedures
4.7.7, Emergency Adult Detention Placements
4.7.8, Furlough Program
4.7.11, DOC Commitments
4.7.12, Probation Violation Prison Diversion
4.7.13, Conditional Release of DOC Commitments

Chapter 5

5.1.1, Offender Employment
5.1.2, Offender Pay
5.1.3, Adult Offender Participation in a Community Work Program
5.1.4, Forced Labor
5.1.6, Wild Land Fire Suppression Crews
5.2.2, MCE/Program Implementation Checklist
5.3.2, Library Services
5.4.1, Offender Treatment Programs
5.4.2 Incoming publications
5.4.3 Offender access to telephones
5.4.4 Offender visitation
5.5.2, Offender Organizations
5.5.3, Recreation Programs
5.5.4, Hobby Programs
5.6.1, Religious Programming

Inventory of MSP Operational procedures that apply to CCC facility as of 8-26-09

1.7.13, Offender access to computers
3.1.12, Inmate escort and transport
3.1.8A, Use of Chemical Agents & Oleoresin Capsicum (OC)
3.3.3, Inmate grievance program
3.4.1, Inmate discipline

4.1.3, Inmate property
4.1.3 Offender commissary canteen.
4.1.4, Indigent status
4.2.1, Inmate classification system
4.4.1 Inmate hygene, clothing
4.8.100, CPB operations

5.1.4, Forced labor
5.4.4, Inmate visiting
5.5.4, Hobby crafts program

The following policies are currently not applicable at CCC because the services, programs or devices that they govern are not used or performed at the facility. If the facility's scope of work changes in the future such that these policies are applicable, then CCC shall substantially comply with them:

3.1.32, Electronic Monitoring System
5.1.5, Offender Community Presentations
5.2.1, Correctional Enterprises

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT **(Amendment #9)** is made and entered into between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility or CCC) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate **retroactive to September 1, 2008 and ending August 31, 2009 shall be $53.76** per inmate day for each MDOC inmate housed at the Facility. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect [from the originating jurisdiction] this daily use fee for all other inmates housed in this dorm or at the Facility and to credit said use fee toward Facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two (2) 48-bed blocks used for the United States Marshall Service, before placing inmates in the 52-bed dorm.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

11·25·08
Date

Brian Schweitzer, Governor
State of Montana

Date

CONTRACTOR

Anthony L. Grande, Vice President
State Customer Relations
Corrections Corporation of America

Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

11/21/08
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT **(Amendment #8)** is made and entered into between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION III

Duration

Subsection A shall be revised to read as follows:

A. The Operations and Management Contract is hereby extended for a third renewal period through August 31, 2009. The parties may renew this Contract for five (5) [additional] two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The original contract term began September 1, 1999 and the total life of the Contract, including renewals, shall not go beyond August 31, 2019.

Subsection B shall be revised to read as follows:

B. "The decision to renew this Contract for additional two-year periods shall be made by mutual agreement prior to the expiration of the Contract."

C. Subsection C shall remain as previously agreed.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate **retroactive to July 1, 2006 and ending August 31, 2007 shall be $48.76** per inmate day for each MDOC inmate housed at the Facility. The per diem rate shall increase by 5% to $51.20 for each MDOC inmate housed at the Facility beginning **September 1, 2007** and ending August 31, 2008, at which time the

per diem rate shall be modified by mutual agreement.Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

The MDOC will use 98% of all other MDOC beds at the CCC facility, with the exclusion of the two 48 bed blocks used for the USMS, before placing inmates in the 52 bed dorm.

SECTION XII

General Administration

Subsection C shall be revised to read as follows:

C. The Contractor must adopt and implement written policies and procedures consistent with Department policy DOC 4.1.3 and MSP procedure 4.1.3, Offender Personal Property, specifying the personal property that inmates may retain in their possession.

Add a new subsection N to read as follows:

N. Prison Rape Elimination Act

The Contractor shall comply with 42 U.S.C.A. § 15601 and Department/MSP Prison Rape Elimination Policies and Procedures to include incident reporting. The Contractor shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct.

Department will provide PREA instructor training classes. Contractor shall be required to send instructor candidates to the instructor PREA training program. The Contractor shall require all staff, volunteers, contract staff to attend the basic PREA training and such on-going annual training as may be required by law, Department and Contractor policy. The Contractor shall require first-line responders or staff who may be involved in incidents of sexual assault/rape or sexual misconduct to attend specialized PREA training. The Contractor shall provide proof of compliance.

The Contractor shall ensure that during orientation offenders receive Facility orientation an orientation material regarding PREA. Offenders shall be required to sign an acknowledgement c having received the information.

Whenever possible, the Contractor will send inmates [suspected of being sexually assaulted/rape to a hospital. The Contractor shall separate the perpetrator and victim. When an offender

suspected or has been sexually assaulted/raped or been a victim of sexual misconduct, the Contractor shall provide mental health treatment/counseling to the offender.

Information regarding sexual predators or victims will be forwarded to the Contract Placement Bureau when the identified offender is transferred from one facility to another. The Contractor shall keep that information confidential. The Contractor shall report all incidents or suspected incidents of staff misconduct to the Department's PREA unit and Contract Placement Bureau, as well as, all reportable incidents of sexual assault/rape, sexual misconduct or sexual acts involving inmates.

SECTION XVI

Security and Control

Subsection F shall be revised to read as follows:

F. The Contractor must have written procedures governing the transportation of inmates that are in substantial compliance with Department policy DOC 3.1.12 and MSP procedure 3.1.12. The Contractor is responsible for all transportation and security functions including, but not limited to, the initial transfer of the inmate to the Facility, transfer of the inmate from the Facility to another correctional or detention Facility in the State of Montana, transportation for health care services, parole board hearings, disciplinary returns, releases to a transportation center and court appearances unless the Department agrees to otherwise provide.

SECTION XVIII

Health Services

Subsection C shall be revised to read as follows:

Delete subparagraph 24, that reads "psychological evaluations required by the board of Pardons and Parole."

Add a new subsection U to read as follows:

U. Contractor will provide the psychological evaluations required by the board of Pardons and Parole. However, the Department will reimburse the Contractor for these psychological evaluations [monthly] based upon documentation submitted to the Department by the Contractor.

SECTION XXVI

Inmate Commissary/Canteen and Banking Processes

This section shall be revised to read as follows:

Upon the Department's request and upon the Department furnishing all of the equipment, services and support specified herein below, the Contractor is required to use Department's new inmate banking system and Montana Correctional Enterprise's (MCE) Canteen Services for inmate purchases of canteen items made available to Department inmates. Department is responsible for all programming costs and all communication links. The Contractor must provide suitable space, utilities and equipment to store and deliver such canteen items. Separate financial records and accounts may be maintained by the Contractor at its own expense for all canteen business,

but any such Facility commissary/canteen system must interface with the Department's inmate banking system. All profits from the canteen operation will be deposited in a separate account and utilized for inmate rehabilitative needs, in conformity with the Department/MSP Inmate Welfare Fund. The Department shall have final authority to approve or disapprove use of the funds in this account. Employment practices and operating procedures, etc., must be consistent with those employed at similar Department operated prisons. The Contractor must be responsible for providing necessary in-facility delivery and administrative services to the canteen operation. MCE canteen services will provide a list of merchandise consistent with MSP Procedure 4.1.3 Inmate Personal Property and sales prices to the Contractor prior to offering items for sale to the inmate population. MCE canteen services will sell and deliver the canteen order to the Contractor on a weekly basis. The orders will be inspected by the Contractor for accuracy and contraband. Department inmate accounts will be charged for the canteen purchases and any non-Department inmate orders will have to be paid for by the Contractor. The canteen orders will be in a sealed tamperproof bag that allows inspection of the contents without breaking the package open. MCE canteen services will establish the price of items sold to the inmates. MCE canteen services will provide the Contractor with a recap of orders purchased and total dollar amount of orders delivered.

The Contractor will input deposits and withdrawals into the Department inmate banking system, and will collect mandatory restitution and/or child support in accordance with State laws and administrative regulations. Inmate accounts are not to be charged by the Contractor for damages and other non-mandatory charges if it will cause the inmate's account to go into a negative balance. All inmate pay and incoming money orders for Department inmates are to be deposited by the Contractor. The Contractor will provide the inmate with a receipt for incoming money order deposits. Inmate requests for withdrawals will be done in accordance with Department policies and procedures. The Contractor shall follow Department/MSP policies and procedures in regards to the inmate banking process to include but not be limited to inmate debt collection, canteen, inmate restitution and child support withholding. The Department will furnish revisions to Policies and Procedures as they are issued and to the extent the revisions to these Policies and Procedures will increase the Contractor's cost of complying with this requirement, then the parties shall negotiate a mutually agreeable per diem adjustment before the Contractor is required to comply with the revisions. The Contractor will issue a generated inmate bank statement to each of the Department inmates on a monthly basis.

The Contractor's obligation to use the Department's inmate banking system is contingent upon the Department furnishing and at all times maintaining all equipment and services that are necessary to perform the required functions, including but not limited to all hardware, software, networking, training, support, maintenance, replacements, upgrades and help desk support.

If sixty (60) days after the Contractor first uses the Department's inmate banking system, the Contractor determines that additional clerk support is required for continued compliance with the requirement to use the Department's inmate banking system, and upon demonstrating the need for additional clerk support to the Department, the Contract will be amended to reflect the Department's agreement to reimburse the Contractor for the cost of the additional staff.

SECTION XXIX

Indigent Inmates

This section shall be revised to read as follows:

The Contractor shall provide [indigent] inmates with personal health, welfare, and legal items (i.e., "indigent packages") in accordance with Department Policies DOC 4.1.4 - Indigent Status, DOC 4.4.1 - Offender

Hygiene, and DOC 3.3.2 - Offender Legal. The indigent packages referred to in these policies must be purchased through the MCE Canteen. The associated costs to provide these indigent packages are included in the inmate per diem rate set forth in Section V, Compensation and Adjustments.

APPENDIX II – POSITION ROSTER

Appendix II is replaced in its entirety, as per the attached.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remaining full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

4/22/08
Date

CONTRACTOR

Anthony L. Grande, Vice President
State Customer Relations
Corrections Corporation of America

5/12/08
Date

Brian Schweitzer, Governor
State of Montana

Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

4/22/08
Date

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

CONTRACT AMENDMENT NO. 8

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	73.00
UNIT MANAGEMENT	54.00
MAINTENANCE	4.00
SERVICES	4.00
PROGRAMS	14.00
HEALTH SERVICES	12.60
EDUCATION	10.00
TOTAL	**181.60**

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Manager, Operations Finance	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mailroom Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
TOTAL						**10.00**

	SECURITY/OPERATIONS 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Security	1	0	0	5	1.00	1.00
	SCO - STG / Investigative Officer	1	0	0	5	1.00	1.00
*	Grievance Officer	1	0	0	5	1.00	1.00
*	Visitation Officer	2	0	0	5	1.20	3.00
*	Transportation Officer	8	0	0	5	1.00	8.00
*	Work Detail Officer	2	0	0	5	1.00	2.00
*	Laundry Officer	1	0	0	5	1.20	1.00
*	Education Officer	2	0	0	5	1.20	2.00
*	Armory/Key Control Officer	0	1	0	5	1.00	1.00
*	Front Lobby Officer	1	0	0	7	1.72	2.00
	Administrative Clerk	1	0	0	5	1.00	1.00
	SECURITY/OPERATIONS 12-HOUR SHIFTS	**7 AM SHIFT**	**7 PM SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Shift Supervisor	1	1		7	2.20	5.00
	Assistant Shift Supervisor	1	1		7	2.20	5.00
*	Central Control Officer	2	1		7	2.20	6.60
*	Perimeter Patrol (Mobile) Officer	1	1		7	2.20	4.40
*	Recreation Officer	2	0		7	2.20	4.40
*	Utility/Search & Escort Officer	2	2		7	2.20	8.80
*	Utility/Segregation Officer	1	1		7	2.20	4.40
*	Segregation Officer	1	1		7	2.20	4.40

CROSSROADS CORRECTIONAL CENTER **CONTRACT AMENDMENT NO. 8**

Shelby, Montana

660 Male Beds (564 MT / 96 USMS)

	SECURITY/OPERATIONS 12-HOUR SHIFTS	7 AM SHIFT	7 PM SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
*	Medical Officer	1	1	7	2.20	4.40
*	Kitchen Officer	1	0	7	2.20	2.20
	TOTAL	13	9			73.00

	UNIT MANAGEMENT 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Unit Manager	1	0	0	5	1.00	1.00
	Unit Manager	2	0	0	5	1.00	2.00
	Case Manager	5	0	0	5	1.00	5.00
	Correctional Counselor	4	2	0	5	1.00	6.00
	UNIT MANAGEMENT 12-HOUR SHIFTS	**7 AM SHIFT**	**7 PM SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	UNIT MANAGEMENET #1 (256-Bed Cellblock / 52-Bed Dorm)						
*	Housing Officer	4	4		7	2.20	17.60
	UNIT MANAGEMENT #2 (256-Bed Cellblock / 96-Bed Cellblock - USMS)						
*	Housing Officer	5	5		7	2.20	22.00
	TOTAL	9	9				54.00

	MAINTENANCE	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Maintenance Supervisor	1	0	0	5	1.00	1.00
	Maintenance Worker	3	0	0	5	1.00	3.00
	TOTAL						4.00

	SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Warehouse Manager	1	0	0	5	1.00	1.00
***	Warehouse/Commissary Worker	3	0	0	5	1.00	3.00
**	Food Service Manager	1	0	0	5	1.00	*Contract*
**	Food Service Supervisor	1	1	0	7	1.40	*Contract*
	TOTAL						4.00

	PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Classification Supervisor	1	0	0	5	1.00	1.00
	Psychologist	1	0	0	5	1.00	1.00
	Mental Health Coordinator	1	0	0	5	1.00	1.00
	Records Clerk	1	0	0	5	1.00	1.00
	Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
	Addiction Treatment Counselor	2	0	0	5	1.00	2.00
	Recreation Supervisor	1	0	0	5	1.00	1.00
	Recreation Coordinator (Arts & Crafts)	1	0	0	5	1.00	1.00
	Chaplain	1	0	0	5	1.00	1.00
	Administrative Clerk - ATU	1	0	0	5	1.00	1.00
	Administrative Clerk	3	0	0	5	1.00	3.00

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

CONTRACT AMENDMENT NO. 8

	PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
**	Contract Attorney	CONTRACT / PRN					
	TOTAL						14.00

	HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	Dental Hygienist	1	0	0	5	0.60	0.60
	RN	1	1	1	7	1.72	6.00
	RN, Part-Time****	1	1	0	5	1.00	*PRN*
	LPN	2	1	0	5	1.00	3.00
	LPN, Part-Time****	1	1	0	5	1.00	*PRN*
	Medical Records Clerk	1	1	0	5	1.00	2.00
**	Physician	CONTRACT / 4 HOURS PER WEEK					
**	ARNP/PA	CONTRACT / 20 HOURS PER WEEK					
**	Dentist	CONTRACT / 32 HOURS PER WEEK					
**	Dental Assistant	CONTRACT / 32 HOURS PER WEEK					
**	Psychiatrist	CONTRACT / 8 HOURS PER WEEK					
**	Optometrist	CONTRACT / 8 HOURS PER WEEK					
	TOTAL						12.60

	EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Principal	1	0	0	5	1.00	1.00
	Instructor Supervisor	1	0	0	5	1.00	1.00
	Education Counselor	1	0	0	5	1.00	1.00
	Academic Instructor	3	0	0	5	1.00	3.00
	Vocational Instructor	2	0	0	5	1.00	2.00
	Library Aide	1	0	0	5	1.00	1.00
	Secretary	1	0	0	5	1.00	1.00
**	Librarian	CONTRACT / PRN					
	TOTAL						10.00

* ***Post positions included in the Correctional Officer job classification.***

CROSSROADS660-REVISED CONTRACT SP - 04/02/08

** ***Positions hired on a contractual or fee basis for services rendered.***

*** ***Salary and benefits reimbursed from commissary profits.***

**** ***Positions not funded in budget - only to be used when savings are accrued from turnover and vacancies.***

RATIOS:	**CCA**
Correctional Officers to Inmates (98)	1:6.7
Uniformed Staff to Inmates (115)	1:5.7
Total Staff to Inmates (185.60 - includes contract food service staff)	1:3.6

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #7**) is made and entered into by and between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CCA) (Contractor) 10 Burton Hills Boulevard, Nashville TN 37215 to amend the Contract for Operation and Management Services (Management Contract).

WHEREAS, Department and Contractor entered into a contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows **(new language underlined, old language interlined)**:

SECTION V

Compensation and Adjustments

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

Subject to the exception stated below, the Operations and Management per diem rate ~~beginning~~ retroactive to July 1, 2006 ~~and ending June 30, 2007~~ shall be ~~$45.36~~ **$48.76** per inmate day for each MDOC inmate housed at the Facility. ~~Notwithstanding the date of execution of this Amendment, this rate shall apply as of July 1, 2006.~~ This rate will remain in effect until changed by mutual agreement. ~~Thereafter~~ Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors.

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

The MDOC will use 98% of all other MDOC beds at the CCC facility, with the exclusion of the 88 bed block used for the USMS, before placing inmates in the 52 bed dorm.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

6-27-07
Date

CONTRACTOR

Anthony L. Grande ~~Damon Hininger~~, Vice President
~~Federal~~ State Customer Relations
Corrections Corporation of America

7-5-07
Date

Brian Schweitzer, Governor
State of Montana

Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

for

6/27/07
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #6**) is made and entered into by and between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CCA) (Contractor) 10 Burton Hills Boulevard, Nashville TN 37215 to amend the Contract for Operation and Management Services (Management Contract).

WHEREAS, Department and Contractor entered into a contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Management Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows **(new language underlined, old language interlined)**:

SECTION V

Compensation and Adjustments

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

Subject to the exception stated below, the Operations and Management per diem rate beginning July 1, ~~2005~~ 2006 and ending June 30, 2007 shall be ~~$44.47~~ $45.36 per inmate day for each MDOC inmate housed at the Facility. Notwithstanding the date of execution of this Amendment, this rate shall apply as of July 1, ~~2005~~ 2006. Thereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors.

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

The MDOC will use 98% of all other MDOC beds at the CCC facility, with the exclusion of the 88 bed block used for the USMS, before placing inmates in the 52 bed dorm.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Department of Corrections

8/22/06
Date

CONTRACTOR

Damon Hininger, Vice President
Federal Customer Relations
Corrections Corporation of America

9/18/06
Date

Brian Schweitzer, Governor
State of Montana

8/28/06
Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

8/22/06
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #5**) is made and entered into by and between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CCA) (Contractor) 10 Burton Hills Boulevard, Nashville TN 37215 to amend the Contract for Operation and Management Services (Management Contract). **This amendment shall be effective as of July 10, 2006.**

WHEREAS, Department and Contractor entered into a contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Management Contract provides for amendment of the Contract by mutual written agreement of the parties; and

WHEREAS, Contractor desires additional space for housing of federal inmates at the Facility; and

WHEREAS, the Department desires to benefit from such an expansion's added value to the building.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows **(new language underlined, old language interlined)**:

SECTION II

General Requirements

(I.) Notwithstanding any other provision herein or in the Development Agreement, the Department authorizes the Contractor to build a ninety-six (96) bed expansion of the Crossroads facility. During the term of this Operation and Management Contract, the ninety-six (96) beds shall be for the use of the United States Marshals Service unless the Contractor, the Department, and the Federal Government otherwise agree in writing. Subject to approval by the Department, such approval not to be unreasonably withheld, the Contractor may enter into a contract with the Federal Government for the use of the expansion. When the ninety-six (96) bed expansion is complete, the Department will utilize the dormitory-style beds the Marshals Service now occupies.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Department of Corrections

7/18/2006
Date

CONTRACTOR

Damon Hininger, Vice President
Federal Customer Relations
Corrections Corporation of America

8/4/06
Date

Brian Schweitzer, Governor
State of Montana

Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

7/17/06
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Mt.

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CONTRACTOR) 10 Burton Hills Boulevard, Nashville TN 37215.

WHEREAS, the parties have entered a Contract with an original effective date of September 1, 1999 and Section XXXXVII provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows:

1. Section I shall be revised to add the following definition:

   "**Administration Segregation;** means a classification level which places assaultive, rebellious, disruptive or predatory inmates into Locked Housing, including inmates returning to the Facility for an escape from a secure institution."

2. Section I shall be revised to delete the current definition of **Security "Close"** and replace it with the following:

   "**Security "Close";** means the custody level of inmates whose movement within the Facility is very restricted. These inmates typically include inmates released from disciplinary segregation who have serious records of institutional misconduct and who are re-entering general population. Close custody also includes inmates whose custody level has been reduced from Maximum or raised from Medium due to their behavior scores. Close custody also includes reception inmates awaiting transfer to the appropriate housing unit (excluding On Leave to Custody (OLTC) and ten day furlough returns), "Temporary Lock Up" for inmates facing disciplinary and reclassification hearings for serious rule infractions and inmates serving detention time for disciplinary violations. Work assignments are limited to inside a double-fenced perimeter with direct supervision. For movement within the Facility, no restraints are required. For movement outside the Facility, wrist, belt and leg restraints are required. A minimum of two staff must escort Close custody inmates on transports out of the Facility."

3. Section III, Duration, subsection A shall be revised to add:

   The parties have elected to exercise their right to renew the term of the Contract through August 31, 2007.

4. Section V, Compensation and Adjustments, subsection D shall be revised to read:

   "In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

   Subject to the exception stated below, the Operations and Management per diem rate beginning July 1, 2005 and ending June 30, 2007 shall be $44.47 per inmate day for each MDOC inmate housed at the Facility. Notwithstanding the date of execution of this Amendment, this rate shall apply as of July 1, 2005. Thereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors.

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

The MDOC will use 98% of all other MDOC beds at the CCC facility, with the exclusion of the 88 bed block used for the USMS, before placing inmates in the 52 bed dorm.

5. Section VII, Responsibility for Habeas Corpus and Litigation Procedures, subsection C shall be revised to delete "Linda Cooper, Vice President, Legal Affairs" and replace it with "Gus Puryear, General Counsel."

6. Section XVII, Food Services, subsection A shall be revised to read:

   "The Contractor must provide three meals, including two hot meals for each inmate at regular meal times during each 24 hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food demands. Contractor shall follow Department policies related to food services, including 4.3.1, 4.3.2 and 4.3.3 or shall meet a higher standard."

7. Section XVII, Food Services, subsection D shall be revised to delete "4.3.6" and replace it with "4.3.4."

8. Section XIX, Academic, Vocational Services, shall be revised to amend subsection B to delete "*Wheels of Learning* approach to vocational education in the construction and building trades" and replace it with "Contren Learning Services through the NCCER (National Center of Construction Education and Research)."

9. Section XX, Inmate Industry Programs, shall be revised to read:

   "Contractor will work with the Department and Montana Correctional Enterprises (MCE) to identify an industries program for the Facility. Contractor will also provide inmate labor for MCE industries programs, as well as management and supervisory personnel. Contractor may not compete with or duplicate the Department's existing industry programs. All profits from the correctional industry programs will be retained by the Department and deposited in the MCE proprietary account to be used for expansion and improvement of the industry programs. At the conclusion of this Contract, all funds in the account will be retained by the Department."

10. Section XXIV, Inmate Rights, subsection E shall be revised to read:

    "CCA must provide inmates assistance in accessing the courts in a manner consistent with MSP practice and policy. Except as otherwise specified herein, CCA will utilize services provided by the Department to fulfill the obligations of this provision. CCA will provide a monthly payment to the Department for attorney costs at a rate based on the monthly average cost CCA previously paid to the contract attorney from June 1, 2002

through June 1, 2005. CCA will provide access to legal library materials through Lexus Nexus. All costs for the Lexus Nexus program, including updates and equipment, will be borne by the IWF."

11. Section XXVI, Inmate Commissary/Canteen, shall be revised to read:

"The Contractor must make canteen items available to inmates. Canteen items must be comparable to the Department's canteen items. Prices charged for items should be comparable to those charged in Department facilities. The Contactor must provide suitable space, utilities and equipment to provide canteen items. Separate financial records and accounts must be maintained by the Contractor for all canteen business. The Facility commissary/canteen system must interface with the facilities' inmate banking system. Contractor is responsible for all programming costs, including security costs, and all communications links. All profits from the canteen operation, with a minimum of 1% of gross sales, must be deposited in a separate account and utilized for inmate rehabilitative needs, in conformity with the Montana State Prison Inmate Welfare Fund. The Department shall have final authority to approve or disapproved use of the funds in this account. Quarterly financial statements – balance sheet, income statement – of the inmate canteen operation including Contractor and subcontractor, if applicable, must be submitted to the Department with a detailed listing of all expenditures for inmate benefits. A quarterly itemized statement of all receipts and disbursements of the Contractor's inmate canteen account must be available to the Department's Contractor Monitor no later than the 15th day of the following month. Employment practices and operating procedures, etc., must be consistent with those employed at similar Department operated prisons. The Contractor must be responsible for providing necessary administration services to the canteen operation. Canteen operations must be audited annually by a Certified Public Accounting firm. The expense of the annual audit of the canteen must be borne by the canteen. Contractor may use commissary funds to pay for commissary worker salaries, inventory and other commissary expenses."

12. Section XXXX, Compliance with Applicable Laws shall be renamed **Compliance with Applicable Laws and Standards** and shall be revised to read:

"The Contractor will provide services incompliance with all Federal and State of Montana laws, Administrative Rules of Montana, applicable Department policies, and MDOC Compliance Standards and ACA/NCCHC Standards (pertaining to inmate services and programs) as they may subsequently be amended and adopted.

Except as noted herein, the parties agree that a negotiation of prisoner per diem rate increases will not be allowed unless the Contractor has achieved and maintained an overall compliance rating of not less than 90% on each compliance monitoring review/audit conducted by the MDOC Quality Assurance Bureau. The review/audits will take place on a biennial schedule for Regional Prisons and annually for Private Prisons.

In the event that the Contractor does not achieve and maintain an overall compliance rating of not less than 90% on a compliance monitoring review/audit, the Contractor will be given an opportunity and period of time to address the areas(s) of concern via a Department-provided action plan. Negotiations of per diem rate increases will only be allowed after the Contractor has successfully achieved the overall compliance rating defined herein. Action plans will be reviewed quarterly at a meeting between the Contractor and MDOC."

13. Section XXXXVI, Contractor Compliance Assessment, subsection C, shall be revised to read:

"The Department's Contract Monitor will prepare a Notice of Non-Compliance which will identify each instance of non-compliance with this Contract. The Department will grant the Contractor a reasonable time, typically 60 days, to rectify the noncompliance. Notwithstanding the foregoing, in the event that the

Contractor has been previously been notified about a similar instance of non-compliance within the prior eighteen (18) months, the Contract Monitor may, in his or her sole discretion, assess a fine as provided for herein without providing the Contractor an opportunity to rectify the non-compliance. Notwithstanding the foregoing, in the event of a staffing vacancy, Contractor shall always be afforded the cure period set forth in section XIV."

14. Section XXXXVI, Contractor Compliance Assessment, subsection K, paragraph 1, shall be revised to read:

"The Contractor shall be assessed a fine for each day of non-compliance beyond the specified cure period."

15. Appendix II shall be deleted in its entirety and replaced with the attached Position Roster.

This Amendment shall not be binding on either party until signed by all parties below. This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

SIGNATURES

DEPARTMENT

Bill Slaughter, Director
Montana Department of Corrections

9/19/05
Date

Brian Schweitzer, Governor
State of Montana

9/22/05
Date

CONTRACTOR

Anthony L. Grande, Vice President
State Customer Relations
Corrections Corporation of America

9-15-05
Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

9/16/05
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Mt.

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CONTRACTOR) 10 Burton Hills Boulevard, Nashville TN 37215, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of September 1, 1999 and Section XXXXVII provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract in subsection D of **SECTION V,** Compensation and Adjustments:

Prior to this Amendment, subsection D stated,
"In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

1. The Operations and Management per diem rate beginning July 1, 2003 and ending June 30, 2005 shall be $43.60 per inmate day for each MDOC inmate housed at the Facility. Thereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

Per this Amendment, subsection D shall be amended to state,
"In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

Subject to the exception stated below, the Operations and Management per diem rate beginning July 1, 2003 and ending June 30, 2005 shall be $43.60 per inmate day for each MDOC inmate housed at the Facility. Thereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors.

Upon Contractor's completion of an additional fifty-two (52) bed dorm, these beds shall be available for housing MDOC inmates at a per diem rate of $43.60. In no event shall the housing of any MDOC inmate in the 52-bed dorm result in the $9.12 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development being credited toward facility construction costs for the purposes of subsection (H)(1) of that Agreement. The MDOC shall not pay a use fee and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52-bed dorm.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of this Contract and effective January 1, 1998. If the prevailing wage rates for nonconstruction services set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to negotiate the per diem rate in accordance with the increased labor costs associated with the affected positions.

The MDOC will use 98% of all other MDOC beds at the CCC facility, with the exclusion of the 88 bed block used for the USMS, before placing inmates in the 52 bed dorm."

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

SIGNATURES:

DEPARTMENT

Bill Slaughter, Director
Montana Department of Corrections

9/9/04
Date

CONTRACTOR

Anthony L. Grande, Vice President
State Customer Relations
Corrections Corporation of America

Date

Judy Martz, Governor
State of Montana

9-15-04
Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

9/8/04
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Mt.

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CONTRACTOR) 10 Burton Hills Boulevard, Nashville TN 37215, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of September 1, 1999 and Section XXXXVII provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**Add** – additional contract language; **Replace** – replace previous contract language, as appropriate):

SECTION I

Add:

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

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

Replace:

Contractor; means Corrections Corporation of America (CCA).

Department; means Montana Department of Corrections (MDOC).

SECTION II

Replace:

H. The Facility will house minimum, medium, and close custody adult male offenders as authorized by the Private Correctional Facility Act: 53-30-601 through 53-30-611, M.C.A. The Contractor shall comply with the provisions of 53-30-603, M.C.A. for housing inmates. In the event the law permits housing inmates, other than those assigned by the Department, the Department retains first option to house its inmates in the Facility, subject to the terms of this Contract. In the event the Department desires to house inmates in the facility in beds occupied by inmates from another entity, the Department shall provide one hundred fifty days written notice to Contractor and shall guarantee payment of the requested beds for a period of one hundred fifty days thereafter, subject to the following exception. *Exception – If the number of beds requested includes a cell block of fewer then 40 occupied beds, the Department shall guarantee payment for only 40 beds for that cell block and shall guarantee full payment for the requested beds for all other cell blocks for a period of one hundred fifty days thereafter.

SECTION III

Replace:

A. This Operations and Management Contract has been renewed for an additional two-year period, beginning July 1, 2003 and terminating June 30, 2005. Upon mutual agreement, the parties may renew this Contract for seven (7), additional two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The total life of the Contract, including renewals, shall not exceed twenty (20) years.

SECTION IV

Replace:

Conditions for Termination

A. Termination by Department

This Contract may be terminated by the Department for the following reasons:

- Default/Non-compliance
- Contractor Insolvency
- Unavailability of Funds
- Destruction/Condemnation

1. Termination for Default or Noncompliance

a. If the Department determines that Contractor is determined to be in breach of any of the terms and conditions of this Contract, and such breach is not cured within 60 days of receipt of written notice thereof, Contractor shall be declared in default. The Department shall have the right by further written notice to terminate this Contract on any future date not less than 10 days from the date of such further notice. The parties, by written mutual agreement, may extend the time period for Contractor to cure a breach. Notwithstanding the foregoing, the Department may terminate this Contract immediately and without notice if there is an imminent threat of serious injury to life or property caused by a default by the Contractor of a term of this Contract.

Add:

B. Termination by Contractor

If the Contractor determines that the Department is in breach of any of the terms and conditions of this Contract, and such breach is not cured within sixty (60) days of receipt of written notice thereof, Department shall be declared in default. The Contractor shall have the right by further written notice to terminate this Contract on any future date, not less than ten (10) days from the date of such further notice. The parties, by written mutual agreement, may extend the time period for Department to cure a breach.

SECTION V

Replace:

Compensation and Adjustments

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

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

C. All payments made under this Contract shall be made only upon submission by Contractor of an invoice specifying the amounts due and certifying that services requested under the Contract have been performed in accordance with the Contract. The invoices shall be submitted by Contractor each month for the fixed rate per inmate day of the preceding month and shall contain the names and inmate number (A.O.#) of all inmates in the custody of the Contractor and their date of incarceration at the Facility and date of release, if applicable. The Department shall pay each correctly submitted invoice within ten (10) days of receipt of invoice. The Department will make reasonable efforts to effect payment to Contractor by wire transfer in accordance with Contractor's written instructions.

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

1. The Operations and Management per diem rate **beginning July 1, 2003 and ending June 30, 2005 shall be $43.60 per inmate day** for each MDOC inmate housed at the Facility. Thereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors.

SECTION VII

Replace:

Responsibility for Habeas Corpus and Litigation Procedures

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

SECTION IX

Replace:

Contractor's Performance Bond

The Contractor shall provide the Department with a performance security bond in the amount of $1,836,406.25. The performance bond must be renewed each year and is required throughout the term or

renewal terms of the Contract.

SECTION XII

Replace:

Facility Administration

The Contractor shall confine and supervise Montana inmates and, subject to the prior written approval of the Contractor, other inmates from approved jurisdictions that the Department has determined are suitable for transfer to Facility. Contractor shall not be required to house inmates whose conviction originated in another state court or in any federal court; provided, however, that Contractor shall be allowed to contract with another jurisdiction to house its inmates subject to the Department's approval, said approval not to be unreasonably withheld. Contractor shall retain compensation paid by such third party jurisdiction for the housing of their inmates. The $9.14 per inmate per day use fee for all inmates (MDOC and Non-MDOC) will be collected and applied toward the facility construction costs as directed in Amendment #1 of the Contract for Facility Development. Contractor shall furnish subsistence and all necessary routine medical, dental and mental health care; provide for the inmates' physical needs; provide programs, training and treatment required by the Department in accordance with this Contract which are consistent with individual needs; retain the inmates in safe, supervised custody; maintain proper discipline and control; make certain that sentences and orders of the committing court are faithfully executed; provide access to legal assistance for inmates of the Facility; and comply with all applicable federal and state constitutional requirements, laws, rules, regulations, ordinances and court orders.

G. The Department's Contract Monitor shall be provided an office and furnishings including a dedicated telephone line for the sole use of the Department's Contract Monitor at no cost to the Department. Contractor shall be responsible for work-related long distance telephone call expenses. After assignment of such work space, no change in the Contract Monitor's work space or equipment shall be made by Contractor without the prior written consent of the Department. Contractor shall provide equipment for the use of the Contract Monitor(s) at no cost to Department.

General Administration

D. Contractor must adopt MSP Policy 3.4.3 regarding tobacco use at the facility.

J. The Contractor will be responsible for replacing all equipment, perishables and supplies during the term of the Operations and Management Contract. If the State assumes ownership of the Facility pursuant to the terms of this Contract and the Development Agreement, all furnishings, fixtures, and equipment purchased by CCA for use at the facility will become the property of the State - except FF&E purchased within twenty-four (24) months of the contract conclusion.

Program Audits

The Contractor must make available the necessary access to Facility, records, financial records, staff and inmates to enable the Department, the Montana Board of Pardons and Parole, or the Montana Legislative Auditor or other entities of the State, the opportunity to conduct periodic program reviews and/or Contract audits of the Facility and its programs for the purpose of monitoring contractual compliance.

SECTION XIII

Replace:

Records and Information Systems

The Contractor will be required to maintain offender records and reports that conform to those of the Department in both format and content. The Contractor will be required to utilize the Department online offender management system and incorporate it into its operation as well as interface with the current information systems developed for and in use by the Department on September 1, 1999, to report and track inmate records information including inmate population census reporting. Contractor must maintain current and accurate inmate records.

A. The Contractor is required to provide a Local Area Network with Internet Protocol (IP) capabilities for access to and use of the Department's adult offender information system (AOIS) and the State's electronic mail system. AOIS is hosted by the Department's IBM AS/400 mid-range computer, which is supported by the Department's Information Services Bureau personnel. The Department is responsible for the total actual cost of maintenance and support of the AOIS system. All software used by the Contractor must be compatible with the current State Standards. The Department will alert Contractor concerning any projected change in the Department's software standards including effective dates for implementation.

B. Department will provide at no charge to the Contractor, necessary and reasonable training and technical assistance associated with Contractor access to input into AOIS.

C. The Contractor's personnel responsible for data collection and input into AOIS will be required to attend on-site and/or periodic off-site training sessions provided by the Department relating to AOIS. The Department will charge Contractor for course materials and a $25.00 administrative fee to cover processing applications and records. Only those Facility employees given security clearance by the Department may input and/or view data. All input data will be audited by the Department. Contractor will be responsible for assuring the accuracy of data input into AOIS, and will be responsible for costs attributed to ensuring and/or correcting incorrect or inaccurate data. Data collection and input into AOIS must include, but is not limited to, the following transactions relating to inmates assigned to the Facility:

    1. inmate movements (internal/external);
    2. custody classification;
    3. disciplinary infraction and sanctions;
    4. demographic information;
    5. scars and marks;
    6. aliases;
    7. address data for offender and family;
    8. risk and needs;
    9. military data;
    10. association information;
    11. legal data;
    12. electronic images;
    13. fingerprints; and
    14. sentencing.

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

E. Contractor will not allow inmate access to the Internet in accordance with DOC policy 1.9.3 – Offender Access to Computers.

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

G. Contractor must provide the Montana Board of Pardons and Parole any reports the Board requires concerning the conduct and character of any inmate in the Contractor's custody. The Contractor must provide any other facts deemed appropriate by the Montana Board of Pardons and Parole pertinent to any inmate.

SECTION XIV

Replace:

Personnel

B. The Facility staffing pattern shall, at a minimum, include the positions listed in Appendix II (Position Roster) with all positions staffed by qualified employees. It is understood and agreed that from time to time a vacancy may occur in staff positions required by the staffing pattern. A vacancy in a position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position, and no other qualified person or employee is available to perform the duties of that position. Contractor shall notify the Department Contract Monitor in writing within three (3) working days after the date a position becomes vacant. If any position is left vacant for more than sixty (60) days the Contractor will incur a financial penalty according to the Contractor Compliance Assessment Schedule contained in Appendix III. However, Contractor may, prior to the expiration of the sixty (60) day period, request that the Department grant an extension of thirty (30) days. The request for extension must include: 1) evidence that the Contractor has diligently advertised the vacant position, and 2) copies of all applications or resumes submitted for the vacancy. The Department may, at its sole discretion, grant one thirty (30) day extension. The Contractor will not be assessed a financial penalty for failing to timely fill a vacant non-security position if the Contractor continues to provide the service by contracting for the provision of the service and the Contractor continues to exercise due diligence in filling the position. Staff who are attending the initial training academy cannot be counted as staff in the staffing pattern for purposes of filling a vacancy. Daily Shift Reports will be utilized that provide "by-name" assignments to posts. The agreed upon Shift Justification Sheets and Daily Shift reports will include the staff who are on sick leave, annual leave, training, overtime or special post assignments. It will also identify and include all post that have a relief factor according to the Position Roster in Appendix II, and these posts will be considered mandatory. The Department may allow the Contractor to adjust the staffing level in the applicable Position Roster as outlined in appendix II in proportion to the population level, security and programming needs as determined jointly by the Department and Contractor and agreed upon in writing. Contractor will not incur penalty for a vacant position if that position is staffed with use of overtime and similar methods of utilization of personnel that ensures coverage.

SECTION XVI

Replace:

Security and Control

B. The Contractor must have a written Emergency Response (Emergency Preparedness) Plan including appropriate procedures. Department will assist if necessary to ensure the Plan and procedures are approved by MDOC and consistent with the Department's Emergency Preparedness Policy. Contractor must have a written plan for dealing with inmate disturbances and hostage taking. Contractor must have a signed Mutual Aid Agreement in place with local law enforcement, fire and health agencies. Contractor's policy on the pursuit of escapees must be consistent with Department Policy 3.2.2, Facility/Program Escapes.

C. The Contractor and Department shall maintain a Contingency Plan for transferring control of the Facility to the Department or another contractor upon termination or expiration of this Contract.

D. The Contractor must adopt and implement Department policies 3.1.8, Use of Force and Restraints; 3.1.10, Use of Chemical Agents and Oleoresin Capsicum 3.1.17, Searches and Contraband Control (additional items of contraband may be identified and clearly defined in the Facility policy).

H. Contractor shall allow use of force only, while on the grounds of the Facility, while transporting inmates, and while pursuing escapes from the Facility.

I. Contractor is authorized to use only the level of force that is consistent with the Department's policies 3.1.8, Use of Force and Restraints; 3.1.10, Use of Chemical Agents and Oleoresin Capsicum 3.1.17, Searches and Contraband Control (additional items of contraband may be identified and clearly defined in the Facility policy).

SECTION XVIII

Replace:

Health Services

C. Contractor shall provide, at a minimum, the following services, which are included as part of the Facility per diem rate:

1. availability of twenty-four (24) hour a day, seven (7) day a week emergency medical, psychiatric and dental care.

2. twenty-four (24) hour a day, seven (7) day a week on-site nursing care.

3. twenty-four (24) hour a day, seven (7) day a week availability of mental health services. Psychiatric and psychological services should be provided on-site. In the event the Contractor chooses to provide off-site psychiatric and psychological services, the cost shall be the responsibility of the Contractor.

4. health appraisal examination screenings must occur at the Facility within twenty-four

(24) hours of the receipt of inmates. Screening must be completed by health care personnel and must include, at a minimum, a review of the copy of the health care record accompanying the inmate and verification of any care or treatment requirements recommended by the Department.

5. The Department will provide complete health history records (medical records) that will accompany the inmate to the Facility. Contractor's non-health service staff must be informed of inmate's special medical problems within the boundaries of medical confidentiality. Contractor must keep all records current at all times and return said records to the Department if the inmate is returned to the Department.

6. daily triage of complaints, with those inmates referred for primary care physician services being seen within five (5) calendar days of the referral.

7. sick call will be available to inmates in general housing at a minimum of five (5) calendar days per week. Inmates in segregated housing will be assessed by medical personnel and afforded the opportunity to request medical attention daily, seven (7) calendar days per week.

8. individual health (medical) records.

9. regularly scheduled chronic illness clinics will be conducted under the supervision of the medical service supervisor for the following conditions: diabetes, respiratory, cardiovascular, seizure disorder, tuberculosis preventive therapy, and immune-deficiency.

10. laboratory services by an accredited laboratory with "stat" laboratory work being performed by a local accredited provider. Only tests qualified under the current CLIA "waived test" listing will be performed on-site.

11. radiology services, with plain film studies performed on-site when appropriate and other procedures performed through contract with a local off-site provider.

12. on-site dental services based on routine, preventive care rather than complaint-oriented care. Routine care includes, but is not limited to, examinations, cleaning, extractions, relief of pain and infection, minor repair and adjustment of dentures, pulpotomies and root canals as medically indicated by a licensed dentist, fillings, and impressions.

13. a dental treatment plan for each inmate that includes prioritization of needs, counseling on oral hygiene, and conditions for which endodontic, periodontic, prosthetic, and prophylactic services will be provided;

14. pharmaceutical services, prescription and nonprescription drugs and supplies, with no on-site licensed pharmacy provided;

15. optometric services including eyeglasses when medically necessary, provided by qualified personnel. Inmates will be afforded the opportunity of requesting a complete vision exam and if necessary, replaced lenses and/or lenses and frames, every two years - more often if diabetic or presenting history of vision deficit.

16. health education program that addresses, at a minimum, hygiene, nutrition, physical fitness, stress management, sexually transmitted diseases, chemical dependence, AIDS, diabetes, and smoking.

17. an OSHA exposure control plan will be developed by Contractor prior to Facility opening.

18. health care specialists, including orthopedic.

19. medically necessary detoxification treatment of substance abusers.

20. inpatient and outpatient hospital access.

21. hospital emergency room access.

22. provision of all on-site health care services including professional medical, physician, mental health, psychiatric, dental, vision, medication services and specialty clinics.

23. participation by a member of the health services team in the classification process to ensure that no inmate is given a work or housing assignment contradictory to his medical condition.

24. psychological evaluations required by the board of Pardons and Parole.

K. The Contractor will not be responsible for inpatient hospitalization costs of inmates, including any surgery or specialty services, associated with the treatment of persons with Acquired Immune Deficiency Syndrome (AIDS) and/or Hepatitis C, as defined by the Center for Disease Control. The Contractor shall, however, be responsible for hospitalization costs associated with other HIV infected patients to the same extent as required by sub-paragraph H above. The Department will work collectively with the Contractor to establish procedures that address when offenders will be removed from the Contractor's facility and returned to a Department facility, based upon the inmates' medical condition.

L. The Contractor will not be responsible for the cost of providing medications therapeutically indicated for the treatment of AIDS, HIV, or Hepatitis infection of an inmate. Such treatment will be at the Department's discretion and expense.

O. Written policies and procedures must provide for the prompt notification of resident's next of kin and the Department in case of serious illness, surgery, injury or death. Any death must be reported immediately to the proper officials as specified in DOC Policy 4.5.34, Inmate Death. A post-mortem examination must be conducted at the Contractor's expense on all inmates who die while in the custody of the Facility pursuant to 46-4-122(2)(a), M.C.A.

Q. Informed consent for non-routine health care and treatment must be obtained from inmates by medical staff. Such procedure must be consistent with Department policy 4.5.9, Continuous Quality Improvement. Contractor must also ensure that inmates have the right to refuse treatment consistent with Department policy 4.5.10, Level of Therapeutic Care.

T. Contractor shall conduct Continuous Quality Improvement (CQI) according to facility policy. This

information will be made available to MDOC upon request.

SECTION XIX

Replace:

Academic, Vocational, Counseling & Recreational Services

Academic and vocational programs must be comparable to courses offered at Montana State Prison in order to provide a continuum of training for transferred inmates.

Counseling

Programs must be consistent with those offered by the Department and required by the courts and the Montana Board of Pardons as a condition for parole. These include, at a minimum: chemical dependency, anger management, cognitive restructuring, and substance abuse treatment.

A. Contractor will provide inmates with an addictions treatment program, consistent with MDOC programming.

B. Chemical dependency treatment programming must include examination of criminal personality issues and its role with addiction and should have a strong emphasis on relapse prevention. The Contractor must adhere to the Montana Department of Public Health and Human Services Addictive, Mental Disorders Division, for chemical dependency rules for correctional facilities. Programming shall be provided to inmates who have a court order requiring completion of such a program, whose crime involved drugs or alcohol, who have a history of substance abuse, who volunteer and have an assessment of chemical dependency, or who have been ordered to complete chemical dependency counseling by the Montana Board of Pardons and Parole. Cognitive Restructuring may be included in the chemical dependency programming, as approved by the Department.

C. Anger Management/Dispute Resolution programming will be provided for appropriate inmates. The course lasts ten weeks and includes; Introduction, Cues and anger reducers, external and internal triggers, developing strategies to incorporate anger reducers in day-to-day-situations, developing effective self-rewarding and self-coaching techniques, understanding short term and long term consequences; identifying and changing anger-provoking behavior, rehearsal of full sequence "win-win" behavior, overall review and reinforcement. Anger Management programming may be included in the Cognitive Restructuring programming, as approved by the Department.

D. While an inmate is housed at the Facility, Contractor shall provide sufficient counseling resources and personnel to ensure that any court-ordered counseling requirements for the programs listed in subsection (1) may be completed prior to the initial parole eligibility date of an inmate.

Recreation and Hobby

Contractor must provide adequate opportunities for physical exercise. The recreational program will include indoor, outdoor, and hobby activities. The type and level of activities must meet ACA Standards. Contractor must generally conform to and provide hobby privileges consistent with Montana State Prison Policy MSP 5.5.4.

SECTION XXI

Replace:

Inmate Work and Pay

Ninety percent (90%) of the work-eligible inmates shall be afforded the opportunity to work and/or be involved in paid programming (i.e., educational or vocational). Inmate workers must receive pay comparable to that received by inmates in Department facilities and consistent with Department policy. Funds for institutional workers pay are included in the per diem rate as set forth in Section V. Payment to inmates employed in the MCE industries programs will be the responsibility of MCE.

SECTION XXIX

Replace:

Indigent Inmates

The Contractor shall provide inmates who are indigent with personal health and welfare items in accordance with Montana State Prison Policy MSP 4.1.4, "Indigent Packages". The Contractor shall provide indigent inmates with legal postage and materials in accordance with Montana State Prison Policy MSP 5.4.1, "Indigent Legal Postage and Materials". The costs associated with providing these health, welfare, and legal materials are included in the inmate per diem rate set forth in Section V.

SECTION XXXXV

Replace:

Alternate Dispute Resolution

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

A. **Step 1:** Each party will appoint a person who shall be responsible for administering the resolution procedures regarding claims. Those appointed persons shall attempt to settle such claim. The parties agree that they shall act in good-faith to fulfill their obligations under the Contract and to resolve any disputes before resorting to legal action. If they are unable to resolve the claim within thirty (30) days after either party notifies the other that the claim has been referred for resolution, either party may declare that an impasse has been reached and proceed to Step 2.

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

   The mediation process shall be conducted in accordance with the Center for Public Resources Model Mediation Procedures of Business Disputes, unless the parties agree otherwise. The mediator shall conduct all hearings and meetings in Helena, Montana and, within thirty (30) days of appointment, shall notify the parties, in writing, of the decision stating separately findings of fact and determinations of law. If non-binding mediation does not resolve the dispute, the parties may proceed to Step 3 set out herein. If either party is dissatisfied with the mediator's findings, that party

may proceed to step 3. 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.

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

SECTION XXXXVI

Replace:

Contractor Compliance Assessment

D. The Department's Contract Monitor will prepare a Notice of Non-Compliance that will identify each instance of non-compliance with this Contract. The Department will grant the Contractor sixty (60) days to rectify the noncompliance and may also allow the Contractor additional time, as appropriate, provided the Contractor demonstrates a good-faith effort to achieve compliance.

Appendix II – Position Roster

Replaced in its entirety as per the attached.

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

SIGNATURES:

DEPARTMENT

Bill Slaughter, Director
Montana Department of Corrections

9/8/03
Date

Judy Martz, Governor
State of Montana

10-16-03
Date

CONTRACTOR

Anthony L. Grande, Vice President
State Customer Relations
Corrections Corporation of America

23.OCT.03
Date

Approved for Legal Content by:

Legal Counsel
Montana Department of Corrections

8 October, 2003
Date

REVIEWED BY:

CHELLI R. JONES
ASSISTANT GENERAL COUNSEL, CONTRACTS

DAVID M. GARFINKLE
VICE PRESIDENT, FINANCE

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
256 Male Beds

Approved:

Jimmy Turner, Vice President, Operations — Date

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	46.00
UNIT MANAGEMENT	20.00
SERVICES	5.00
PROGRAMS	7.00
HEALTH SERVICES	7.00
EDUCATION	6.00
TOTAL	101.00

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mail Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						10.00

	SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Security	1	0	0	5	1.00	1.00
	Shift Supervisor	1	1	1	7	1.72	5.00
	Assistant Shift Supervisor	0	0	0	7	1.72	0.00
*	Safety Officer	0	0	0	5	1.00	0.00
*	Grievance Officer	0	0	0	5	1.00	0.00
*	Visitation Officer	1	0	0	5	1.00	1.00
*	Transportation Officer	4	0	0	5	1.00	4.00
*	Work Detail Officer	0	0	0	5	1.00	0.00
*	Central Control	2	2	1	7	1.72	9.00
*	Perimeter Patrol (Mobile)	1	1	1	7	1.72	5.00
*	Recreation Officer	1	1	0	7	1.72	3.00
*	Utility/Search & Escort Officer	1	1	1	7	1.72	5.00
*	Utility/Segregation Officer	0	0	0	7	1.72	0.00
*	Laundry Officer	1	0	0	5	1.20	1.00
*	Industry Officer	0	0	0	5	1.20	0.00
*	Segregation Officer	1	1	1	7	1.72	5.00
*	Medical Officer	1	0	0	5	1.00	1.00
*	Education Officer	1	0	0	5	1.20	1.00

*	Kitchen Officer	1	1	0	7	1.72	3.00

	SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
*	Armory/Key Control Officer	1	0	0	5	1.00	1.00
*	Front Lobby Officer	0	0	0	7	1.72	0.00
*	STG/Investigative Officer	0	0	0	5	1.00	0.00
	Administrative Clerk	1	0	0	5	1.00	1.00
	TOTAL						46.00

	UNIT MANAGEMENT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	UNIT 1 (3 Pods)						
	Unit Manager	1	0	0	5	1.00	1.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	2	2	2	7	1.72	10.00
	UNIT 2 (3 Pods)						
	Unit Manager	0	0	0	5	1.00	0.00
	Case Manager	0	0	0	5	1.00	0.00
	Sr. Correctional Officer	0	0	0	7	1.72	0.00
*	Pod Control	0	0	0	7	1.72	0.00
*	Housing Officer	0	0	0	7	1.72	0.00
	TOTAL						20.00

	SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Warehouse Manager	1	0	0	5	1.00	1.00
	Warehouse Worker	1	0	0	5	1.00	1.00
**	Food Service Manager	1	0	0	5	1.00	*Contract*
**	Food Service Supervisor	0	1	0	5	1.00	*Contract*
**	Food Service Worker	1	1	0	7	1.72	*Contract*
	Maintenance Supervisor	1	0	0	5	1.00	1.00
	Maintenance Worker	2	0	0	5	1.00	2.00
	TOTAL						5.00

	PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Classification Supervisor	1	0	0	5	1.00	1.00
	Psychologist	1	0	0	5	1.00	1.00
	Mental Health Coordinator	0	0	0	5	1.00	0.00
	Records Clerk	0	0	0	5	1.00	0.00
	Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
	Addiction Treatment Counselor	1	0	0	5	1.00	1.00
	Recreation Supervisor	1	0	0	5	1.00	1.00
	PROGRAMS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Chaplain	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
**	Contract Attorney				PRN/CONTRACT		

TOTAL						7.00

	HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	RN	1	1	1	7	1.72	5.00
	LPN	0	0	0	5	1.72	0.00
	Medical Records Clerk	1	0	0	5	1.00	1.00
**	Physician				PRN/CONT RACT		
**	Dentist				PRN/CONT RACT		
**	Dental Hygienist				PRN/CONT RACT		
**	Psychiatrist				PRN/CONT RACT		
**	Optometrist				PRN/CONT RACT		
	TOTAL						7.00

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Principal	1	0	0	5	1.00	1.00
Academic Instructor	2	0	0	5	1.00	2.00
Vocational Instructor	1	0	0	5	1.00	1.00
Librarian Aide	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
TOTAL						6.00

**** Post positions included in the Correctional Officer job classification.***

CROSSRO ADS256- 12/10/02

***** Positions hired on a contractual or fee basis for services rendered.***

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA

257-344 Male Beds

Approved: *Signature on File*

Jimmy Turner, Vice President, Operations

Date

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	53.00
UNIT MANAGEMENT	26.00
SERVICES	5.00
PROGRAMS	7.00
HEALTH SERVICES	8.00
EDUCATION	6.00
TOTAL	115.00

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mail Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						10.00

	SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Security	1	0	0	5	1.00	1.00
	Shift Supervisor	1	1	1	7	1.72	5.00
	Assistant Shift Supervisor	1	0	0	7	1.72	2.00
*	Visitation Officer	1	0	0	5	1.00	1.00
*	Transportation Officer	4	0	0	5	1.00	4.00
*	Work Detail Officer	1	0	0	5	1.00	1.00
*	Central Control	2	2	1	7	1.72	9.00
*	Perimeter Patrol (Mobile)	1	1	1	7	1.72	5.00
*	Recreation Officer	1	2	0	7	1.72	5.00
*	Utility/Search & Escort Officer	1	1	1	7	1.72	5.00
*	Laundry Officer	1	0	0	5	1.20	1.00
*	Segregation Officer	1	1	1	7	1.72	5.00
*	Medical Officer	1	0	0	5	1.00	1.00
*	Education Officer	1	0	0	5	1.20	1.00
*	Kitchen Officer	1	1	0	7	1.72	3.00
*	Armory/Key Control Officer	1	0	0	5	1.00	1.00
*	Front Lobby Officer	1	0	0	7	1.72	2.00

Administrative Clerk	1	0	0	5	1.00	1.00
TOTAL						53.00

	UNIT MANAGEMENT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	UNIT 1 (3 Pods)						
	Unit Manager (Units 1 & 2)	1	0	0	5	1.00	1.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer (Units 1 & 2)	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	2	2	2	7	1.72	10.00
	UNIT 2 (1 Pod)						
	Case Manager	1	0	0	5	1.00	1.00
*	Housing Officer	1	1	1	7	1.72	5.00
	TOTAL						26.00

	SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Warehouse Manager	1	0	0	5	1.00	1.00
	Warehouse Worker	1	0	0	5	1.00	1.00
**	Food Service Manager	1	0	0	5	1.00	*Contract*
**	Food Service Supervisor	0	1	0	5	1.00	*Contract*
**	Food Service Worker	1	1	0	7	1.72	*Contract*
	Maintenance Supervisor	1	0	0	5	1.00	1.00
	Maintenance Worker	2	0	0	5	1.00	2.00
	TOTAL						5.00

	PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Classification Supervisor	1	0	0	5	1.00	1.00
	Psychologist	1	0	0	5	1.00	1.00
	Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
	Addiction Treatment Counselor	1	0	0	5	1.00	1.00
	Recreation Supervisor	1	0	0	5	1.00	1.00
	Chaplain	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
**	Contract Attorney				PRN/CONTRACT		
	TOTAL						7.00

	HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	RN	1	1	1	7	1.72	5.00
	LPN	1	0	0	5	1.00	1.00
	Medical Records Clerk	1	0	0	0	1.00	1.00
	HEALTH SERVICES	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
**	Physician				PRN/CONTRACT		
**	Dentist				PRN/CONT		

		RACT	
**	Dental Hygienist	PRN/CONT RACT	
**	Psychiatrist	PRN/CONT RACT	
**	Optometrist	PRN/CONT RACT	
	TOTAL		8.00

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Principal	1	0	0	5	1.00	1.00
Academic Instructor	2	0	0	5	1.00	2.00
Vocational Instructor	1	0	0	5	1.00	1.00
Librarian Aide	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
TOTAL						6.00

**** Post positions included in the Correctional Officer job classification.***

CROSSRO ADS344-12/10/02

***** Positions hired on a contractual or fee basis for services rendered.***

NOTE: Increase/decrease in staffing level will be commensurate with increase/decrease in inmate population.

Ratios:	**CCA**	**Nat'l Avg.****
Correctional Officer to Inmate (64)	1:5.4	1:5.4
Uniformed Staff to Inmate (73)	1:4.7	1:4.5
Total Staff to Inmate (120 - includes contract staff)	1:2.9	1:3.1

**Source: The 2001 Corrections Yearbook - Adult Corrections

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
345-432 Male Beds

Approved:

Jimmy Turner, Vice President, Operations

Date

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	65.00
UNIT MANAGEMENT	34.00
SERVICES	7.00
PROGRAMS	10.00
HEALTH SERVICES	8.00
EDUCATION	8.00
TOTAL	142.00

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mail Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						10.00

	SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Security	1	0	0	5	1.00	1.00
	Shift Supervisor	1	1	1	7	1.72	5.00
	Assistant Shift Supervisor	1	1	1	7	1.72	5.00
*	Safety Officer	0	0	0	5	1.00	0.00
*	Grievance Officer	1	0	0	5	1.00	1.00
*	Visitation Officer	2	0	0	5	1.00	2.00
*	Transportation Officer	4	0	0	5	1.00	4.00
*	Work Detail Officer	1	0	0	5	1.00	1.00
*	Central Control	2	2	1	7	1.72	9.00
*	Perimeter Patrol (Mobile)	1	1	1	7	1.72	5.00
*	Recreation Officer	2	2	0	7	1.72	7.00
*	Utility/Search & Escort Officer	1	1	1	7	1.72	5.00
*	Utility/Segregation Officer	1	1	0	7	1.72	3.00
*	Laundry Officer	1	0	0	5	1.20	1.00
*	Industry Officer	1	0	0	5	1.20	1.00
*	Segregation Officer	1	1	1	7	1.72	5.00
*	Medical Officer	1	0	0	5	1.00	1.00
*	Education Officer	1	0	0	5	1.20	1.00

*	Kitchen Officer	1	1	0	7	1.72	3.00
	SECURITY/OPERATIONS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
*	Armory/Key Control Officer	1	0	0	5	1.00	1.00
*	Front Lobby Officer	1	0	0	7	1.72	2.00
*	STG/Investigative Officer	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
	TOTAL						65.00

	UNIT MANAGEMENT	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	UNIT 1 (3 Pods)						
	Unit Manager	1	0	0	5	1.00	1.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	2	2	2	7	1.72	10.00
	UNIT 2 (2 Pod)						
	Unit Manager	0	0	0	5	1.00	0.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	1	1	1	7	1.72	5.00
	TOTAL						34.00

	SERVICES	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Warehouse Manager	1	0	0	5	1.00	1.00
	Warehouse Worker	2	0	0	5	1.00	2.00
**	Food Service Manager	1	0	0	5	1.00	*Contract*
**	Food Service Supervisor	0	1	0	5	1.00	*Contract*
**	Food Service Worker	1	1	0	7	1.72	*Contract*
	Maintenance Supervisor	1	0	0	5	1.00	1.00
	Maintenance Worker	3	0	0	5	1.00	3.00
	TOTAL						7.00

	PROGRAMS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Classification Supervisor	1	0	0	5	1.00	1.00
	Psychologist	1	0	0	5	1.00	1.00
	Mental Health Coordinator	0	0	0	5	1.00	0.00
	Records Clerk	1	0	0	5	1.00	1.00
	Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
	Addiction Treatment Counselor	2	0	0	5	1.00	2.00
	Recreation Supervisor	1	0	0	5	1.00	1.00
	PROGRAMS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Chaplain	1	0	0	5	1.00	1.00
	Administrative Clerk	2	0	0	5	1.00	2.00
**	Contract Attorney				PRN/CONTRACT		

TOTAL						10.00

	HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	RN	1	1	1	7	1.72	5.00
	LPN	1	0	0	5	1.00	1.00
	Medical Records Clerk	1	0	0	5	1.00	1.00
**	Physician				PRN/CONT RACT		
**	Dentist				PRN/CONT RACT		
**	Dental Hygienist				PRN/CONT RACT		
**	Psychiatrist				PRN/CONT RACT		
**	Optometrist				PRN/CONT RACT		
	TOTAL						8.00

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Principal	1	0	0	5	1.00	1.00
Academic Instructor	3	0	0	5	1.00	3.00
Vocational Instructor	2	0	0	5	1.00	2.00
Librarian Aide	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
TOTAL						8.00

** Post positions included in the Correctional Officer job classification.*

CROSSRO ADS432- 10/2/02

*** Positions hired on a contractual or fee basis for services rendered.*

***NOTE:* Increase/decrease in staffing level will be commensurate with increase/decrease in inmate population.**

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
432-512 Male Beds

Approved:

Jimmy Turner, Vice President, Operations

Date

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	70.00
UNIT MANAGEMENT	40.00
SERVICES	7.00
PROGRAMS	14.00
HEALTH SERVICES	8.00
EDUCATION	13.00
TOTAL	162.00

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mail Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						10.00

	SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Security	1	0	0	5	1.00	1.00
	Shift Supervisor	1	1	1	7	1.72	5.00
	Assistant Shift Supervisor	1	1	1	7	1.72	5.00
*	Safety Officer	1	0	0	5	1.00	1.00
*	Grievance Officer	1	0	0	5	1.00	1.00
*	Visitation Officer	2	0	0	5	1.20	3.00
*	Transportation Officer	5	0	0	5	1.00	5.00
*	Work Detail Officer	1	0	0	5	1.00	1.00
*	Central Control	2	2	1	7	1.72	9.00
*	Perimeter Patrol (Mobile)	1	1	1	7	1.72	5.00
*	Recreation Officer	2	2	0	7	1.72	7.00
*	Utility/Search & Escort Officer	1	1	1	7	1.72	5.00
*	Utility/Segregation Officer	1	1	0	7	1.72	3.00
*	Laundry Officer	1	0	0	5	1.20	1.00
*	Industry Officer	1	0	0	5	1.20	1.00
*	Segregation Officer	1	1	1	7	1.72	5.00
*	Medical Officer	1	1	0	5	1.00	3.00
*	Education Officer	1	0	0	5	1.20	1.00

*	Kitchen Officer	1	1	0	7	1.72	3.00
	SECURITY/OPERATIONS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
*	Armory/Key Control Officer	1	0	0	5	1.00	1.00
*	Front Lobby Officer	1	0	0	7	1.72	2.00
*	STG/Investigative Officer	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
	TOTAL						70.00

	UNIT MANAGEMENT	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	UNIT 1 (3 Pods)						
	Unit Manager	1	0	0	5	1.00	1.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	2	2	2	7	1.72	10.00
	UNIT 2 (2 Pod)						
	Unit Manager	1	0	0	5	1.00	1.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	2	2	2	7	1.72	10.00
	TOTAL						40.00

	SERVICES	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Warehouse Manager	1	0	0	5	1.00	1.00
	Warehouse Worker	2	0	0	5	1.00	2.00
**	Food Service Manager	1	0	0	5	1.00	*Contract*
**	Food Service Supervisor	0	1	0	5	1.00	*Contract*
**	Food Service Worker	1	1	0	7	1.72	*Contract*
	Maintenance Supervisor	1	0	0	5	1.00	1.00
	Maintenance Worker	3	0	0	5	1.00	3.00
	TOTAL						7.00

PROGRAMS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
Classification Supervisor	1	0	0	5	1.00	1.00
Programs Manager	1	0	0	5	1.00	1.00
Psychologist	1	0	0	5	1.00	1.00
Mental Health Coordinator	1	0	0	5	1.00	1.00
Records Clerk	1	0	0	5	1.00	1.00
Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
Addiction Treatment Counselor	2	1	0	5	1.00	3.00
Recreation Coordinator	1	0	0	5	1.00	1.00
Recreation Supervisor	1	0	0	5	1.00	1.00
PROGRAMS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
Chaplain	1	0	0	5	1.00	1.00
Administrative Clerk	2	0	0	5	1.00	2.00

**	Contract Attorney				PRN/CONTRACT		
	TOTAL						14.00

	HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	RN	1	1	1	7	1.72	5.00
	LPN	1	0	0	5	1.00	1.00
	Medical Records Clerk	1	0	0	5	1.00	1.00
**	Physician				PRN/CONTRACT		
**	Dentist				PRN/CONTRACT		
**	Dental Hygienist				PRN/CONTRACT		
**	Psychiatrist				PRN/CONTRACT		
**	Optometrist				PRN/CONTRACT		
	TOTAL						8.00

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Principal	1	0	0	5	1.00	1.00
Instructor Supervisor	1	0	0	5	1.00	1.00
Education Counselor	1	0	0	5	1.00	1.00
Academic Instructor	4	0	0	5	1.00	4.00
Vocational Instructor	3	0	0	5	1.00	3.00
Computer Lab Tech	1	0	0	5	1.00	1.00
Librarian Aide	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
TOTAL						13.00

**** Post positions included in the Correctional Officer job classification.***

CROSSRO ADS432-10/2/02

***** Positions hired on a contractual or fee basis for services rendered.***

<u>NOTE:</u> Increase/decrease in staffing level will be commensurate with increase/decrease in inmate population.

AMENDMENT 1

The Montana Department of Corrections (Department) and Corrections Corporation of America agree to amend the Contract for Operation and Management Services (Contract) entered into between the Parties the 22nd day of July 1998.

WHEREAS Correction Corporation of America merged into Prison Realty Corporation, a Maryland Corporation; and

WHEREAS a new management corporation, Correctional Management Services Corporation, was formed to provide correctional facility operations and management; and

WHEREAS pre-merger Corrections Corporation of America assigned rights to use the trade name Corrections Corporation of America to Correctional Management Services Corporation, doing business as Corrections Corporation of America, for use in its operational and management obligations;

WHEREAS, in May 1999, Correctional Management Services Corporation changed its name to Corrections Corporation of America (hereinafter referred to as post-merger CCA);

WHEREAS pre-merger Corrections Corporation of America wishes to assign its rights and delegate its duties under the Contract for Operations and Management Services between Corrections Corporation of America and the Montana Department of Corrections to post-merger CCA; and

WHEREAS the Contract for Operations and Management Services, Section XXXIV, "Assignment" requires Corrections Corporation of America to obtain the express written permission of the Department prior to assignment of the rights and delegation of the duties of said Contract,

THEREFORE, in consideration of the following mutual promises, the parties agree as follows:

1) The Department agrees to recognize the assignment of the Contract for Operations and Management Services from the pre-merger Corrections Corporation of America to post-merger CCA.

2) Section V.D.5., Compensation and Adjustments is amended to read:

The Department will prepay the Contractor for six (6) months of the first-year operating per diem in the amount of $2,234,898. This prepayment will be made following the first inmate movement. The Contractor agrees that this amount is a prepayment only; it must be deducted from the Contractor's monthly invoice beginning with the December, 1999 billing. The prepayment must be fully repaid with the May, 2000 billing.

3) Section I: Contract Terms is amended to include the following definition:

Priority I incidents: means death of an offender; extensive property damage; hostage situations; sexual assaults; assaults involving hospitalization; riot/disturbance; escape; power outage; suicide; strikes; or any occurrence the Facility Administrator believes may result in an unusual level of public attention.

4) Section XXVIII: Communications is amended to read:

A. Priority I Incidents: The Facility Administrator will ensure that the Department Duty Officer receives immediate verbal notification of all Priority I incidents. Written reports concerning these incidents shall be faxed to the Department within 8 hours of discovery of the incident.

B. Daily Operational Reports: The fill-in-the-blank, daily operations form, supplied by the Department, includes issues such as all temporary lock-up incidents, severe and major disciplinary reports, off-site medical transport, use of force incidents, administrative segregation placements, inmate-on-inmate assaults, inmate-on-staff assaults, contraband seizures, and urinalysis reports. Daily reports completed by the facility will be given to the onsite monitor, or at the request of the Contract Placement Bureau Chief, faxed to the Contract Placement Bureau.

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

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

E. Counts: Any count changes at the facility will be reported to the onsite contract monitor and, as requested, to the Contract Placement Unit in Deer Lodge at the time of the count change. Count changes required to be reported include, but are not limited to, inmates on leave to court, transfers from other facilities, transfers to Pre-Releases, MCDC, TSCTC (boot camp), Corrections Connections,

discharges, parole, or extended hospital stays. The report shall include the new total count and the name and AO number of the inmate(s) moved.

F. Contractor will designate and provide a listing of onsite key personnel. These key personnel shall be responsible for the effective exchange of information between the Facility, Toole County Sheriff and Department.

G. Department liaison's listing - Contract Placement Bureau Chief

5) There shall be a new section that reads as follows:

Section XXXXIX

Assurances: Post-merger CCA is a Tennessee corporation authorized to conduct the business of managing correctional facilities within the state of Montana. Based upon recent representations made by post-merger CCA to the Department concerning its recent corporate reorganization, post-merger CCA now warrants that it is a corporation with adequate capitalization sufficient to ensure the operation of the Facility as provided in the Contract.

6) There shall be a new section that reads as follows:

Section L

Inmate Transportation: Contractor agrees to pay for all transportation costs, including security, in transporting inmates to the Facility. Initial transportation and occupancy shall occur according to the following schedule:

Week of	Inmates (Facility/ Classification)	Total
9-6-99	40 (Montana State Prison/20 ad.seg., 20 close)	40
9-16-99	40 (Montana State Prison)	80
9-20-99	34 (CCA-New Mexico)	114
9-27-99	68 (CCA-Arizona)	186
10-4-99	68 (CCA-Tennessee)	250

7) There shall be a new section that reads as follows:

Section LI

Expansion: Contractor, on sixty (60) days' notice, agrees to house additional inmates transferred to the Facility in a number not to exceed the design specifications of the unit(s) Contractor proposes to use in housing and managing the additional inmates. The

Contractor and the Department agree that each subsequent transfer will consist of approximately forty (40) inmates.

The above amendments are effective upon obtaining the last signature of the parties and are to be interpreted as an integral part of the Contract. The terms of these amendments shall control to the extent of any ambiguity between the language of the Contract and the amended sections. The remaining sections of the original Contract shall remain as written and have full force and effect.

By signing below, the parties represent and warrant that they possess the authority to bind the party represented.

Signatures:

DEPARTMENT

Marc Racicot, Governor
State of Montana

9-9-99
Date

Rick Day, Director
Department of Corrections

CONTRACTOR

Doctor Crants, Chairman/CEO
Corrections Corporation of America
Chairman, Prison Realty Corporation

September 7, 1999
Date

9-8-99
Date

Approved for legal content by:

Legal Counsel
Dept. of Corrections

September 8, 1999
Date

1-01-72-03

CONTRACT FOR OPERATION AND MANAGEMENT SERVICES

Authorized by the Private Correctional Facility Act:
53-30-601 through 53-30-611, M.C.A. (1997)

MINIMUM, MEDIUM, CLOSE, SECURITY PRISON FOR ADULT MALE OFFENDERS

BY AND BETWEEN

MONTANA DEPARTMENT OF CORRECTIONS
1539 11th Avenue, Helena, Montana

and

CORRECTIONS CORPORATION OF AMERICA
10 Burton Hills Boulevard, Nashville, Tennessee 37215

RECITALS

WHEREAS, in House Bill 2 the Fifty-fifth Montana Legislature authorized the Department to issue a Request for Proposals and enter into a contract with a private vendor during the 1999 biennium for the construction of a correctional facility of approximately 500 beds and the housing of inmates in the facility; and

WHEREAS, the Department of Corrections issued a Request for Proposals and received bid proposals from 5 private prison companies, including Corrections Corporation of America; and

WHEREAS, on the basis of the proposals, further clarifications, and best and final offers the Department of Corrections selected Corrections Corporation of America's proposal as the most advantageous for the State of Montana; and

WHEREAS, in House Bill 83 the Fifty-fifth Montana Legislature set standards for the construction and operation of private prisons in Montana; and

WHEREAS, the Montana Legislature has required that private prisons must substantially conform with American Correctional Association standards and National Commission on Correctional Health Care standards;

NOW THEREFORE, the Department of Corrections and Corrections Corporation of America as parties to this contract, and in consideration of the mutual promises contained herein, agree as follows:

THIS CONTRACT IS CONTINGENT UPON APPROVAL OF FUNDING BY THE FIFTY-SIXTH LEGISLATURE AS WELL AS FUNDING BY EACH SUCCESSIVE LEGISLATURE.

SECTION I

Contract Terms

ACA; means American Correctional Association.

ACA Standards; means Standards for Adult Correctional Institutions published by the American Correctional Association, in effect as of September 1999, and as the same may be modified, amended, or as supplemented in the future.

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

Bona fide Montana resident; means a person who, at the time of employment and immediately prior to the time of employment, has lived in this state in a manner and for a time that is sufficient to clearly justify the conclusion that the person's past habitation in this state has been coupled with an intention to make it the person's home. Sojourners or persons who come to Montana solely in pursuance of any contract or agreement to perform labor may not be considered to be Bona fide residents of Montana.

Conflict of Standards; means that a conflict exists between ACA Standards, NCCHC Standards, federal, state or local law or regulation, and/or the Contract.

Contract Monitor; means the MDOC employee or employees designated to monitor the operation of the facility for compliance with the Correctional Services Contract.

Contractor; means Corrections Corporation of America.

Department; means Montana Department of Corrections.

Facility; means the fully equipped and furnished prison which is operated by the Contractor. Facility includes all housing units, administrative offices, classrooms, hearing room, medical infirmary unit and all other structures of whatever kind including roads, fences, infrastructure, utility systems, etc., to be constructed for the incarceration of inmates assigned by MDOC.

FF&E; means furnishings, fixtures and equipment with a unit cost of $500.00 or more and a useful life of one year or more for the facility.

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

For Cause; includes, but is not limited to:

1) failure of a party to comply with the terms of this Contract;
2) Contractor bankruptcy, reorganization, or liquidation; or
3) failure of Contractor to comply with the Private Correctional Facility Act, ACA or NCCHC Standards, Department rules.

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

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

MSP; means Montana State Prison.

NCCHC; means National Commission on Correctional Health Care Standards for Adult Correctional Institutions published by the National Commission on Correctional Health Care, in effect as of September 1999, and as the same may be modified, amended, or as supplemented in the future.

Per Diem; means the cost per inmate per day to which these parties agreed.

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

Proposal; means all materials submitted by the Contractor in response to the Department's RFP and any amendments thereto including the Department's Addendum #1 to the RFP dated December 19, 1997, follow up clarifications to Addendum #1 dated January 27, February 5 and 10, 1998, written responses to all questions for clarifications, and Contractor's Best and Final Offer dated June 12, 1998.

RFP; means the Department's Request for Proposal, "RFP No.PP.500-97".

Security "Minimum"; means the custody level of inmates whose movement within the Facility is unrestricted. Moderate supervision may be implemented when minimum custody inmates are secured within their assigned housing unit or work site. Work assignments are authorized inside and outside any perimeter fence. For movement within the Facility, no restraints are required. A minimum of one staff must escort on transports outside the Facility.

Security "Medium"; means the custody level of inmates whose movement within the Facility is restricted. Work assignments are authorized in a double or single fenced compound with indirect supervision. For movement within the Facility, no restraints are required. For movement out of the Facility, wrist and belt restraints are required. A minimum of one staff must escort medium custody inmates on transports out of the Facility.

Security "Close"; means the custody level of inmates whose movement within the Facility is very restricted. These inmates typically include inmates released from Maximum custody or disciplinary segregation who have serious records of institutional misconduct and who are re-entering general population. Close custody also includes reception inmates awaiting transfer to the appropriate housing unit (excluding On Leave to Custody (OLTC) and ten day furlough returns), "Temporary Lock up" for inmates facing disciplinary and reclassification hearings for serious rule infractions and inmates serving detention time for disciplinary violations. Work assignments are limited to inside a double-fenced perimeter with direct supervision. For movement within the Facility, no restraints are required. For movement outside the Facility, wrist, belt and leg restraints are required. A minimum of two staff must escort Close custody inmates on transports out of the Facility.

State; means State of Montana

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

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

Supervision "Moderate"; means inmates may be in an assigned area without the immediate presence of staff, but staff check on the inmate at specific, non-routine intervals.

SECTION II

Policy Statement

A. This Contract between the Department and the Contractor for the operation and management of a private prison, entered for the benefit of the public and inmates, is premised on the following goals of privatization:

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

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

3. to provide the public and inmates with prison services that meet the requirements of the American Correctional Association, the National Commission on Correctional Health Care, licensing requirements of the State of Montana, and other minimum standards that may be promulgated by the Department; and

4. to provide the State of Montana with the opportunity to compare the costs and benefits of privatized corrections with the costs and benefits of public corrections.

This Contract is entered in consideration of these goals of privatization.

General Requirements

A. The Contractor shall provide all services and management for the operation of a 500 bed, minimum to close security prison for adult male offenders. Contractor shall begin accepting inmates no later than September 1, 1999, on a schedule of up to 100 inmates per week. Total occupancy level is estimated to be achieved on or before November 1, 1999.

B. It is anticipated that the Facility capacity will be expanded. Contractor shall cooperate with the Department concerning scheduling Facility expansion.

C. The Department's RFP, Addendum to the RFP, follow up notices to the Addendum, Contractor's Proposal, and Contractor's changes to Proposal through the Best and Final Offer

Process are hereby incorporated by reference and are made a part of this Contract as if set forth in full herein. This Contract consists of and precedence is established by the order of the following documents incorporated into this Contract:

4. This Contract document;
2. The RFP, including Addendums and follow up notices; and,
3 The Proposal, including Addendums and Contractor's Best and Final Offer, as accepted by the Department.

D. The Contractor shall notify the Department in writing of any alleged conflict between the documents and any alleged conflict shall be resolved by the Department after review of the alleged conflict according to the considerations set forth herein. The documents in the preceding paragraph are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency.

E. In accordance with requirements of 53-30-601 through 53-30-611, MCA, the Facility must be licensed by the Department as a "private correctional facility" by August 1, 1999.

F. The Contractor must achieve ACA accreditation within three years from the opening date of the Facility and must maintain ACA accreditation for the life of this Contract.

G. The Contractor must achieve National Commission on Correctional Health Care accreditation of its health services operation within three years from the opening date of the Facility and must maintain NCCHC accreditation for the life of the Contract.

H. The Facility will house minimum, medium, and close custody adult male offenders as authorized by the Private Correctional Facility Act: 53-30-601 through 53-30-611, M.C.A. The Contractor shall comply with the provisions of 53-30-603, M.C.A. for housing inmates. In the event the law permits housing inmates, other than those assigned by the Department, the Department retains first option to house its inmates in the Facility.

SECTION III

Duration

A. The Operations and Management Contract will cover an initial term of four (4) years, scheduled to begin on September 1, 1999, and end on August 31, 2003. The parties may renew this Contract for eight (8), two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The total life of the Contract shall not exceed twenty (20) years.

B. The parties shall mutually notify the other party in writing not less than 180 days prior to the expiration of the Contract of the party's intention to renew or not renew this Contract. Failure of a party to notify the other as set forth herein shall be construed as a decision not to renew this Contract.

C. It is understood and agreed that this Contract is dependent upon appropriation of funds for this Contract by the Montana Legislature. Further, the parties recognize that the act of appropriation is a legislative act. The Department agrees to take such action as is necessary under the laws applicable to the State to timely and properly budget for and request the appropriation of funds from the Legislature of the State of Montana which will permit the Department to make all payments required under this Contract.

SECTION IV

Conditions for Termination

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

Default/Non-compliance
Contractor Insolvency
Unavailability of Funds
Destruction/Condemnation

1. Termination for Default or Noncompliance

a. If the Department determines that Contractor is determined to be in breach of any of the terms and conditions of this Contract, and such breach is not cured within 60 days of receipt of written notice thereof, Contractor shall be declared in default. The Department shall have the right by further written notice to terminate this Contract on any future date not less than 10 days from the date of such further notice. The parties, by written mutual agreement, may extend the time period for Contractor to cure a breach. Notwithstanding the foregoing, the Department may terminate this Contract immediately and without notice if there is an imminent threat of injury to life or property caused by a default by the Contractor of a term of this Contract.

b. A breach of performance by the Contractor for which the Contract may be terminated may include, but is not limited to:

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

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

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

c. The Contractor and/or its surety must be jointly and severally liable to the State of Montana/Department of Corrections for all loss, cost or damage sustained by the State of Montana/Department of Corrections as a result of the Contractor's default; provided, however that a Contractor's surety liability must not exceed the final sum specified in the Contractor's bond.

2. Termination for Contractor Insolvency

If Contractor applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invokes or takes advantage of any insolvency law, or if an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Contractor a bankrupt or insolvent or approving a petition seeking reorganization of Contractor or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed for thirty (30) days, then the Department may by written notice terminate this Contract effective on any future date specified in such notice. In the event of filing of a petition for bankruptcy by or against the Contractor, the Department shall have the right to terminate the Contract upon the same terms and conditions as termination for default.

3. Termination for Unavailability of Funds

In the event that funds for the Contract become unavailable, the Department shall have the right to terminate the Contract without penalty.

4. Termination due to Destruction or Condemnation

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

5. Procedure on Termination

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

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

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

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

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

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

vi. transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Department all files, processing systems, data manuals, or documentation, in any form, that relate to work terminated by the Notice of Termination;

vii. complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and

viii. take such action as may be necessary, or as the Department may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the Department may acquire an interest.

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

SECTION V

Compensation and Adjustments

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

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

C. All payments made under this Contract shall be made only upon submission by Contractor of an invoice specifying the amounts due and certifying that services requested under the Contract have been performed in accordance with the Contract. The invoices shall be submitted by Contractor each month for the fixed rate per inmate day of the preceding month and shall contain the names and inmate number (A.O.#) of all inmates in the custody of the Contractor and their date of incarceration at the Facility and date of release, if applicable. The Department shall pay each correctly submitted invoice within ten (10) days of receipt of invoice. The Department will make reasonable efforts to effect payment to Contractor by wire transfer in accordance with Contractor's written instructions.

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedules:

1. The Operations and Management per diem rate for the contract year ending June 30, 2000 shall be $40.25 per inmate day for a total compensation estimated to not exceed $623,875 per month, and $7,365,750, for the period.

2. The Operations and Management per diem rate for the contract year ending June 30, 2001 shall be $41.34 per inmate day for a total compensation estimated to not exceed $640,720 per month, and $7,543,957 for the period.

3. The Operations and Management per diem rate for the contract year ending June 30, 2002 shall be $42.45 per inmate day for a total compensation estimated to not exceed $658,019 per month, and $7,747,644 for the period.

4. The Operations and Management per diem rate for the contract year ending June 30, 2003 shall be $43.60 per inmate day for a total compensation estimated to not exceed $675,786 per month, and $7,956,830 for the period.

5. The Department will advance the Contractor six (6) months of the first year operating per diem in the amount of $3,622,500. This advance will be made by no later than July 5, 1999. The Contractor agrees that this advance will be deducted from its monthly invoice beginning December of 1999 and ending May of 2000.

SECTION VI

Contractor Indemnification

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

SECTION VII

Responsibility for Habeas Corpus and Litigation Procedures

A. The Department shall defend Contractor, Contractor's subcontractors, representatives and employees in any habeas corpus or post-conviction relief action to the extent such action challenges the validity of the conviction or the sentence to the Montana Department of Corrections or the decision to transfer an inmate to the Facility. Except as provided herein, the Contractor's costs of legal services for protecting its interest in actions the Department has agreed herein to defend, shall be deemed usual costs incidental to the operation of the Facility.

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

C. The Department shall notify the Contractor of any litigation filed by Contractor's inmates and served upon the Department by complete FAX copy within twenty-four (24) hours of service upon or receipt by the Department, and Department shall also mail copies of such documentation to the Contractor within such twenty-four (24) hour period. All such documents will be faxed and mailed to Linda Cooper, Vice President, Legal Affairs, Corrections Corporation of America, in Nashville, Tennessee.

SECTION VIII

Insurances

A. General Insurance Requirements: Binders required by this section must be received within 10 days of the execution date of the Contract and copies of all certificates and endorcements must be received prior to the service commencement date. The Department reserves the right to require complete copies of all insurance policies at any time. All Insurance coverage must remain in effect for four (4) years following termination of the Contract.

B. The Contractor must maintain for the duration of the Contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from work performed under this Contract. This insurance must cover claims that may be caused by any act, omission, error, negligence, or failure to comply with the Contract, by the Contractor, its officers, agents, representatives, assigns, or servants; as well as all costs and expenses incurred by the State for defense of causes of action brought by or on behalf of an inmate that accrues while the inmate is incarcerated in the Facility. The insurance must provide coverage for any claim which accrued prior to termination of this Contract.

C. The Contractor must require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with the terms of the Contracts. The Contractor must sign a waiver which requires its insurance carriers to directly notify the Department of any and all changes in coverage or carrier, including but not limited to notices of intent to cancel coverage, cancellation of coverage, or requests to change coverage during the term of this Contract or during the term of subsequent contract renewal period(s).

1. **Liability Insurance:** The Contractor must provide and maintain commercial general liability, bodily injury liability, property damage and workers' compensation insurance, insuring the interest of all parties including additional insureds, from claims for bodily injury and property damage arising from the Contractor's operations whether such operations are performed by the Contractor or by any of its subcontractors.

   a. The bodily injury liability insurance must pay on behalf of the insured all sums up to the limits provided by the policy which the insured is legally obligated to pay as damages caused by any occurrence, because of bodily injury, sickness or disease, including death.

   b. Coverage must be extended to include civil rights violations, which will include all claims brought by any persons based in whole or in part on an alleged violation of the United States or Montana constitutions, statutes, or regulations, including but not limited to suits brought pursuant to 42 U.S.C. Section 1983. Coverage must also include medical and professional liability for employed nurses including all health care workers, doctors, attorneys, counselors, psychologists, social workers and teachers. If Contractor sub-contracts any health services to be provided on-site and does not indemnify sub-contractor, evidence of sub-contractor's current insurance coverage must be retained at the Facility.

   Limits: $1 million combined single limits per occurrence
   $3 million annual aggregate combined single limits per year

2. **Property Insurance:** At its sole cost and expense, the Contractor must keep the building and all other improvements on the premises fully insured throughout the term of the Contract against the following hazards:

a. Loss or damage by fire or other such risks in an amount sufficient to permit such insurance to be written at all times on a replacement costs basis. Such loss may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies.

b. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.

c. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premises.

3. **Vehicle Insurance**: Automobile liability insurance must be Occurrence coverage with combined single limits of $1 million per occurrence/$2 million aggregate per year for bodily injury, personal injury and property damage. If commercial automobile liability insurance or anther form with a general aggregate limit is used, either the general aggregate limit must apply separately or the general aggregate limit must be twice the required occurrence limit.

B. Contractor's insurance coverage must be primary insurance in respect to the State, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

C. The Contractor must provide copies of all insurance coverage renewals to the Department's Contracts Manager annually.

D. All insurance coverages required by this section must be placed with an insurer with a Best's Rating of not less than A-.

SECTION IX

Contractor's Performance Bond

The Contractor will be required to purchase a performance security bond in the amount of $1,836,406.25, the bond being equal to 25% of the per diem rate per inmate per day times 500 times 365. The performance bond will be renewed each year and shall be required throughout the term or renewal terms of the Contract. The $1,836,406.25 performance bond covering the first contract year must be submitted to the Department's Contracts office no later than August 1, 1999.

SECTION X

Right of Entry

A. The Department shall have a right to enter the premises at any time, with or without notice.

B. The Department shall have the right to assume emergency control of the Facility if there exist substantial violations which affect the life, health, or safety of the inmates, Facility employees, or the public or that otherwise substantially impact the security of the Facility. If the Department assumes control of the Facility, the Department shall suspend payments to the Contractor.

SECTION XI

Prevailing Wage and Preferences

A. The Contractor agrees to pay the applicable standard prevailing rate of wages as determined by the Commissioner of Labor and Industry, State of Montana for work performed by Contractor's employees or the employees of Contractor's subcontractors. Appendix I contains the current Montana standard prevailing rate of wages, including fringe benefits, and is incorporated herein by reference.

B. Except for heavy and highway construction, the Contractor must pay 1) the travel allowance that is in effect and applicable to the district in which the work is being performed and 2) the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions, that meets the requirements of the Employee Retirement Income Security Act of 1974 and other Bona fide programs approved by the United States department of labor and is in effect and applicable to the district in which the work is being performed.

C. For heavy and highway construction, the Contractor shall pay the heavy and highway construction wage rates established statewide for the project.

D. Contractors, subcontractors, and employers who are performing work or providing services under the Development Contract shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees employed on such site or work area.

E. Pursuant to Section 18-2-404, MCA, the Department will withhold the first $1,000.00 of the Contract price of the Development Contract until termination thereof.

Preferences

A. The Contractor must give preference to the employment of Bona fide Montana residents.

B. The Contractor must use Montana-made goods if they are comparable in price and quality to goods manufactured outside of Montana, as required by 18-1-112, M.C.A.

SECTION XII

Facility Administration

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

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

B. The Contractor shall have a policy and procedure manual pre-approved by the Department which specifically describes its programs and services which it offers. The policy and procedure manual must be submitted to the Department for review and approval on or before May 1, 1999. Contractor's policies will generally be similar to Montana State Prison and Department policies to encourage consistent inmate management and treatment. Contractor may utilize it's own procedures for policy implementation. The Department will review and provide approval or comments within 30 days of receipt of the policy and procedure manual. The policy manual shall be reviewed annually by the Contractor and updated when necessary. All revisions to the manual must be submitted to the Department for review and approval prior to implementation. The manual must be accessible to all employees and all revisions must be circulated to all employees prior to implementation.

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

D. The Contractor shall, on an annual basis, review it's Contingency, Emergency Response and Mutual Aid plans as required in Section XVI, Security and Control. The Contractor shall meet with the Department on an annual basis to review the plans.

E. Within the first twelve (12) months of opening the Facility, the Contractor must file an action plan with the Department for achieving ACA accreditation within 3 years from date of opening. The Contractor must thereafter make application for and successfully achieve ACA accreditation by no later than September 1, 2002, which constitutes a period of 36 months of acceptance of the first inmate. The Contractor shall provide the Department with copies of all correspondence between ACA and

the Contractor as it relates to the Facility, within five (5) working days or receipt of said correspondence. If there exists a difference between the standards and state laws, the higher standard will be followed.

F. The Department Contract Monitor(s) and other authorized Department employees/agents, including the Montana Legislative Auditor, shall have immediate, unlimited access at all times to all areas of the Facility. The governor and members of the Legislature shall be admitted into the Facility at any time. All such persons desiring access of the Facility shall be subject to Contractor's routine security inspection. Contractor shall be given reasonable advance notice to accommodate organized tours of the Facility.

G. The Department's Contract Monitor shall be provided an office and furnishings including a dedicated telephone line for the sole use of the Department's Contract Monitor at no cost to the Department. The Department shall be responsible for long distance telephone call expenses. After assignment of such work space, no change in the Contract Monitor's work space or equipment shall be made by Contractor without the prior written consent of the Department. Contractor shall provide equipment for the use of the Contract Monitor(s) at no cost to Department.

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

General Administration

A. The Contractor shall develop and implement a Forced labor and Earned Incentive Program consistent with that operating at MSP.

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

C. The Contractor must develop and implement written policies and procedures consistent with Department policy 4.1.3, Offender Personal Property, specifying the personal property that inmates may retain in their possession.

D. Contractor must adopt MSP's No Tobacco Use Policy 1.3.101.

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

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

G. The Contractor must develop and implement a written policy and procedure consistent with Department policy 3.3.4, Media Access to Offenders.

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

I. The Contractor shall establish an Inmate Welfare Fund whose operation substantially conforms to the Montana State Prison Inmate Welfare Fund.

J. The Contractor will be responsible for replacing all equipment, perishables and supplies during the term of the Operations and Management Contract. At the conclusion of the Contract, all equipment will become the property of the State.

K. The Contractor will be required to provide complete inmate laundry services. Inmates must be furnished prison uniforms and climatically appropriate outer-wear which must be re-issued as needed. Clean linen including pillow cases, sheets, blankets and towels must be provided to each inmate at least weekly, or sooner, if excessively soiled.

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

M. The Contractor shall submit a Facility Condition Inventory (FCI) to the Department annually, utilizing the format set forth in the attached Appendix V.

Fiscal Management

The Contractor must, on a timely basis, provide the Department with copies of all annual reports on Form 10-K, quarterly reports on Form 10-Q, and reports on form 8-K required to be filed by Contractor with the Securities and Exchange Commission.

No Adverse Change

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

Program Audits

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

SECTION XIII

Records and Information Systems

The Contractor will be required to maintain offender records and reports which conform to those of the Department in both format and content. The Contractor will be required to utilize the Department online offender management system and incorporate it into its operation as well as interface with the current information systems developed for and in use by the Department on September 1, 1999, to report and track inmate records information including inmate population census reporting. Contractor must maintain current and accurate inmate records.

A. The Contractor is required to provide a Local Area Network with Internet Protocol (IP) capabilities for access to and use of the Department's adult offender information system (AOIS) and the State's electronic mail system. AOIS is hosted by the Department's IBM AS/400 mid-range computer, supported by the Department's Information Services Bureau personnel. The Department is responsible for the total actual cost of maintenance and support of the AOIS system. All software used by the Contractor must be compatible with the current State Standards. State software standards currently used by the Department are WordPerfect, Lotus, Lotus Approach, Attachmate, and Zip!Office. The Department will alert Contractor concerning any projected change in the Department's software standards including effective dates for implementation.

B. Contractor will be required to pay connections fees to the Department. The ongoing monthly connection fees are based on the number of staff who will be participating in AOIS and/or Zip!Office. These fees are $250.00 per month for less than 5 people and $53.00 per month per person for five or more people. The $250.00 per month fee does not include any of the connection software (Attachmate) or E-Mail software (Zip!Office). The $53.00 per month charge includes the software and, in addition, provides support for the Desktop applications. The Department will periodically bill the Contractor for the actual cost incurred by the Department. All setup and installation costs will be the responsibility of the Contractor, if any are required. The

Department will provide at no charge to the Contractor, necessary and reasonable training and technical assistance associated with Contractor access to input into AOIS.

C. The Contractor's personnel responsible for data collection and input into AOIS will be required to attend on-site and/or periodic off-site training sessions provided by the Department relating to AOIS. The Department will charge Contractor for course materials and a $25.00 administrative fee to cover processing applications and records. Only those Facility employees given security clearance by the Department may input and/or view data. All input data will be audited by the Department. Contractor will be responsible for assuring the accuracy of data input into AOIS, and will be responsible for costs attributed to ensuring and/or correcting incorrect or

inaccurate data. Data collection and input into AOIS must include, but is not limited to, the following transactions relating to inmates assigned to the Facility:

1. inmate movements (internal/external);
2. custody classification;
3. disciplinary infraction and sanctions;
4. demographic information;
5. scars and marks;
6. aliases;
7. address data for offender and family;
8. risk and needs;
9. military data;
10. association information;
11. legal data;
12. electronic images;
13. fingerprints;
14. sentencing;
15. treatment and education.

D. Contractor will not allow inmates any access to AOIS or to reports generated from AOIS;

E. Contractor will provide inmate access to the Internet in conformance with Department policies 1.6.13, Offender Access to Computers, and 1.6.16, Use of the Internet/SummitNet;

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

G. Contractor must provide the Montana Board of Pardons and Parole any reports the Board requires concerning the conduct and character of any inmate in the Contractor's custody. The Contractor must provide any other facts deemed appropriate by the Montana Board of Pardons and Parole pertinent to any inmate.

SECTION XIV

Personnel

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

B. The Facility staffing pattern shall, at a minimum, include the positions listed in Appendix II. with all positions staffed by qualified employees. It is understood and agreed that from

time to time a vacancy may occur in staff positions required by the staffing pattern. A vacancy in a position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position, and no other qualified person or employee is available to perform the duties of that position. Contractor shall notify the Department Contract Monitor in writing within three (3) working days after the date a position becomes vacant. If a position is left vacant for more than thirty (30) days for security staff or sixty (60) days for all other staff, the Contractor will incur a financial penalty according to the Contractor Compliance Assessment Schedule contained in Appendix III. However, Contractor may, prior to the expiration of the thirty (30) and/or sixty (60) day period, request that the Department grant an extension of thirty (30) days. The request for extension must include: 1) evidence that the Contractor has diligently advertised the vacant position, and 2) copies of all applications or resumes submitted for the vacancy. The Department may, at its sole discretion, grant one thirty (30) day extension. The Contractor will not be assessed a financial penalty for failing to timely fill a vacant non-security position if the Contractor continues to provide the service by contracting for the provision of the service and the Contractor continues to exercise due diligence in filling the position.

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

D. All potential employees must pass a drug test prior to beginning work at the Facility. The Contractor shall not hire a potential employee who fails a drug test. The Contractor must develop and implement a policy that will provide for pre-employment drug testing and ongoing random drug testing in conformity with State law.

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

F. Contractor must keep the Department informed as to work which Contractor subcontracts, including the names of the subcontractors. With cause, the Department reserves the right to reject any subcontractor.

G. The Contractor must include a no-strike provision in any labor agreement that it negotiates with any union that is formed or joined by its employees at the Facility. The Contractor must use its best efforts to reach early and peaceful settlement to any labor dispute including but not limited to picketing, lockouts and strikes. The Contractor must have plans in place in accordance with Department Policy 3.2.1, Emergency Preparedness, to address staffing during a strike. The Contractor must notify the Department at least sixty (60) calendar days prior to the termination of any labor agreement with its Facility employees and must notify the Department immediately upon learning of a potential or impending strike or labor dispute at the Facility. In the event of a strike or labor dispute, the Department may call on available emergency resources to operate or control the Facility until the strike or dispute has ended. In the event of a strike or labor dispute, the Contractor must cooperate fully with the

Department to ensure safe operations and must reimburse the Department for any costs it may incur during or related to the strike or dispute.

SECTION XV

Training

A. The Contractor must provide, at its expense, employee training programs substantially similar to those used by the Department. Contractor must have a written detailed training curricula plan which differentiates between training provided to different classes of employees (e.g., security, clerical). At a minimum the Contractor's employees must receive the same number of hours of pre-employment and in-service training, delivered in a like fashion (e.g., classroom instruction, on-the-job training, correspondence courses) as are required by ACA standards or Department policy 1.4.3, Training Standards, Requirements, Methods and Records, whichever is greater. The Contractor's correctional officer training curricula must be P.O.S.T. certified.

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

SECTION XVI

Security and Control

A. The Contractor must have a written Fire & Life Safety plan in accordance with Department policy 3.2.3, Fire, Life and Safety. All employees and inmates must be informed of and trained to this policy. Annual inspections by local or state fire officials must be conducted.

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

C. The Contractor and Department shall develop a Contingency Plan by July 1, 1999, for transferring control of the Facility to the Department or another contractor upon termination or expiration of this Contract.

D. The Contractor must adopt and implement Department policies 3.1.8, Use of Force and Restraints; 3.1.9, Use of Chemical Agents; 3.1.10, Use of Oleoresin Capsicum Spray in Correction Facilities/Programs; 3.1.16, Contraband Control (additional items of contraband may be identified and clearly defined in the Facility policy); and 3.1.17, Offender Searches.

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

F. The Contractor must have written procedures governing the transportation of inmates. The Contractor is responsible for all transportation and security functions including, but not limited to, the initial transfer of the inmate to the Facility, transfer of the inmate from the Facility to another correctional or detention Facility in the State of Montana, transportation for health care services, parole board hearings, disciplinary returns, and court appearances.

G. Contractor must have a written policy and procedure which is consistent with the Department's policy 3.1.20, Standardized Offender Urinalysis Screening, for UA testing. A minimum of 10% of the population must be randomly tested each month and all costs of the program are the responsibility of the Contractor. The Contractor must provide the Department with a monthly report.

H. Contractor's employees shall be allowed to use force only while on the grounds of the Facility, while transporting inmates, and while pursuing escapes from the Facility.

I. Contractor's employees shall be authorized to use only the level of force which is consistent with the Department's policies 3.1.8, Use of Force and Restraints; 3.1.9, Use of Chemical Agents; 3.1.10, Use of Oleoresin Capsicum Spray in Correction Facilities/Programs; 3.1.16, Contraband Control (additional items of contraband may be identified and clearly defined in the Facility policy); and 3.1.17, Offender Searches.

J. Contractor shall be responsible to prevent escapes from the Facility. The Contractor shall engage in hot pursuit of escapees within the property boundaries of the Facility until local or state law enforcement authorities have assumed control of the pursuit. Contractor shall immediately notify local law enforcement agencies, the Montana State Prison Command Post, and the Contract Monitor upon discovery of an unauthorized absence or escape. The Contractor shall be responsible for all costs associated with the pursuit and capture of an escapee and his transportation back to secure custody in the State of Montana. The Contractor shall develop a plan in conjunction with local law enforcement for the apprehension and reporting of escapes from the Facility.

K. Contractor shall be responsible for all costs incurred by the State or any political subdivision of the State incurred as the result of escapes, riots, disturbances, or other natural or human caused events at the Facility.

L. Contractor shall not permit any inmate to work outside the fenced perimeter of the Facility without the express written approval of the Department.

SECTION XVII

Food Services

A. The Contractor must provide three meals including two hot meals for each inmate at regular meal times during each 24 hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food demands. Contractor must adopt and implement Department policy 4.3.6, Special Diets.

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

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

D. Contractor must provide the following special diets in accordance with Department policy 4.3.6, Special Diets: low cholesterol; non-pork; modified vegetarian; strict vegetarian; low sodium; low sugar; modified consistency diet for geriatric inmates; and religious and specialized medical diets, including renal, gluten free, liquid, and diabetic diets.

1. Contractor will provide a single menu for staff and inmates.

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

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

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

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

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

7. Contractor must adopt and implement Department policy 4.3.5, Food Service in Special Housing Units.

SECTION XVIII

Health Services

A. Contractor will be responsible for providing 1) all medical, mental health, and dental services, including specialty clinics, 2) all medically related transportation, both routine and emergency, and 3) eyeglasses, hearing aids, dentures, and other prosthetics and limited use equipment.

B. As part of the Facility per diem rate, Contractor shall provide infirmary care including, medical observation, post-operative care, isolation, administration of IV drugs, short term nursing care, suicide observation, seclusion and/or restraint for mental disorders, and chronic medical housing. Services provided on site shall include, reasonable health services including, medical, psychiatric, dental, vision, pharmaceutical, psychological, and other specialty services and health related services. At a minimum, these services must meet ACA and NCCHC standards, federal and state laws and regulations, and Department policies and procedures. At its expense, Contractor must achieve National Commission on Correctional Health Care accreditation of its medical care operation by September 1, 2002. Contractor must implement and conform to the Department's inmate medical co-payment procedures. All Inmate co-pay revenues must be reimbursed to the Department. To enhance with operational efficiencies, mitigate excessive cost to the Contractor and/or the Department, and reduce security risk, Contractor must, to the extent practicable, make health services available on-site at the Facility.

C. Contractor shall provide, at a minimum, the following services, which are included as part of the Facility per diem rate:

1. availability of twenty-four (24) hour a day, seven (7) day a week emergency medical, psychiatric and dental care;

2. twenty-four (24) hour a day, seven (7) day a week on-site nursing care;

3. twenty-four (24) hour a day, seven (7) day a week on-site availability of mental health services. Psychiatric and psychological services should be provided on-site. In the event the Contractor chooses to provide off-site psychiatric and psychological services, the cost shall be the responsibility of the Contractor.

4. a health appraisal examination screening must occur at the Facility within twenty-four (24) hours of the receipt of inmates. Screening must be completed by health care personnel and must include, at a minimum, a review of the copy of the health care record accompanying the inmate and verification of any care or treatment requirements recommended by the Department.

5. the Department will provide complete health history records (medical records) which will accompany the inmate to the Facility. Contractor's non-health service staff must be informed of inmate's special medical problems within the boundaries of medical confidentiality. Contractor must keep all records current at all times, returning them to the Department when inmate is retaken by the Department.

6. daily triage of complaints, with those inmates referred for primary care physician services being seen within five (5) calendar days of the referral;

7. sick call to inmates in general housing at a minimum of five (5) calendar days per week. Inmates in segregated housing will be evaluated by medical personnel and afforded the opportunity to request and receive medical attention daily, seven (7) calendar days per week;

8. individual health (medical) records;

9. regularly scheduled chronic illness clinics will be conducted under the supervision of the medical service supervisor for the following conditions: diabetes, respiratory, cardiovascular, seizure disorder, tuberculosis preventive therapy, and immune-deficiency;

10. laboratory services by an accredited laboratory with "stat" laboratory work being performed by a local accredited provider. Only tests qualified under the current CLIA "waived test" listing will be performed on-site;

11. radiology services, with plain film studies performed on-site when appropriate and other procedures performed through contract with a local off-site provider;

12. on-site dental services based on routine, preventive care rather than complaint-oriented care. Routine care includes, but is not limited to, examinations, cleaning, extractions, relief of pain and infection, minor repair and adjustment of dentures, pulpotomies and root canals as medically indicated by a licensed dentist, fillings, and impressions;

13. a dental treatment plan for each inmate that includes prioritization of needs, counseling on oral hygiene, and conditions for which endodontic, periodontic, prosthetic, and prophylactic services will be provided;

14. pharmaceutical services, prescription and nonprescription drugs and supplies, with no on-site licensed pharmacy provided;

15. optometric services including eyeglasses when medically necessary, provided by qualified personnel. Inmates will be afforded the opportunity of requesting a complete vision exam and if necessary, replaced lenses and/or lenses and frames, every two years - more often if diabetic or presenting history of vision deficit.

16. health education program that addresses, at a minimum, hygiene, nutrition, physical fitness, stress management, sexually transmitted diseases, chemical dependence, AIDS, diabetes, and smoking;

17. an OSHA exposure control plan will be developed by Contractor prior to Facility opening;

18. health care specialists, including orthopedic

19. medically necessary detoxification treatment of substance abusers;

20. inpatient and outpatient hospital access;

21. hospital emergency room access;

22. provision of all on-site health care services including professional medical, physician, mental health, psychiatric, dental, vision, medication services and specialty clinics;

23. participation by a member of the health services team in the classification process to ensure that no inmate is given a work or housing assignment contradictory to his medical condition

24. psychological evaluations required by the board of Pardons and Parole

D. The Contractor shall ensure that any inmate identified as suffering from a major mental illness receives the appropriate mental health treatment required to address the inmate's needs. The use of psychotherapeutic medications shall not be used in lieu of counseling or other psychiatric services for an inmate unless part of a treatment plan initially prescribed by a physician or psychiatrist and reviewed monthly by a physician, psychiatrist, other qualified mental health professional, physician's assistant, or advanced nurse practitioner; or unless required in an emergency to prevent the inmate from causing injury to self or others, or being harmed by others within the Facility.

E. The Contractor shall not use physical restraints or segregated housing in lieu of counseling or other psychiatric services for an inmate suffering from a mental illness, unless part of a treatment plan prescribed and reviewed monthly by a qualified health care or mental health care professional, or unless in an emergency.

F. Contractor is responsible for the provision and cost of all medically-related transportation, both routine and emergency, for off-site services.

G. Contractor is responsible for providing the appropriate level of security at an off-site medical Facility.

H. Contractor is responsible for the first $1,000.00 in all off-site health related services per inmate per state fiscal year which would otherwise be the responsibility of the Department. The Department is responsible for off-site health related services in excess of $1,000.00 per

inmate per State fiscal year. All copies of provider invoices submitted to the Department for payment must be itemized with sufficient detail to justify the balance owing by the Department. Contractor must notify the Department of all hospitalizations exceeding 24 hours, on the first working day following said 24 hour period. Additionally, Contractor must notify the Department's Health Services Unit at 406-444-9839 of Emergency Room visits and obtain approval for all specialty services including diagnostic tests.

I. The Contractor must use its best efforts to enter into and maintain cost reduction contract relationships with the hospital, clinic and specialty providers utilized by the Contractor for the provision of health care services. The Department will assist the Contractor, if necessary, to obtain cost reduction contracts.

J. The Contractor must obtain prior written approval from the Department's managed care nurse of all scheduled (non-emergency) inpatient hospitalization and surgery if said scheduled admission will result in exceeding the per inmate annual deductible of $1,000.00. Contractor must utilize the Department's managed care nurse to certify all hospital inpatient admissions. All unapproved inpatient hospitalization and surgery costs shall be the responsibility of the Contractor.

K. The Contractor will not be responsible for inpatient hospitalization costs, including any surgery or specialty services, associated with the treatment of persons with Acquired Immune Deficiency Syndrome (AIDS), as defined by the Center for Disease Control. The Contractor shall, however, be responsible for hospitalization costs associated with other HIV infected patients to the same extent as required by sub-paragraph H above.

L. The Contractor will not be responsible for the cost of providing medications therapeutically indicated for the treatment of AIDS or HIV infection. Such treatment will be at the Department's discretion and expense.

M. The Facility must have first aid equipment, which meets community and NCCHC standards and which is available at all times for medical emergencies. Staff trained in emergency first aid procedures, including cardio-pulmonary resuscitation must be present on each shift. State licensing and certification requirements must apply to health care personnel working in the Facility to the same extent as they apply to equivalent personnel in the community. The Facility must make provisions for medical evaluation of any employee or inmate suspected of a communicable disease and/or exposure to potentially infectious bacteria.

N. The Facility must have written policies regarding the possession and use of controlled substances, prescribed medications and over-the-counter drugs. The policies must stipulate that prescribed medications are administered according to the directions of the prescribing professionals. There must be written policies and procedures which specify that the records of all medications distributed by Facility staff will be maintained and audited monthly, and include the date, time and name of the inmate's receiving medication, and the name of staff distributing it.

O. Written policies and procedures must provide for the prompt notification of resident's next of kin and the Department in case of serious illness, surgery, injury or death. Any death must

be reported immediately to the proper officials as specified in Department policy 4.5.12, Inmate Illness or Death Notification. A post-mortem examination must be conducted at the Contractor's expense on all inmates who die while in the custody of the Facility pursuant to 46-4-122(2)(a), M.C.A.

P. All medical expenses resulting from the negligence or willful misconduct of the Contractor, subcontractor, its officers, agents, volunteers or employees, shall be borne by the Contractor.

Q. Informed consent for health care and treatment must be obtained from inmates by medical services staff at the Facility. Such procedure must be consistent with Department policy 4.5.9, Continuous Quality Improvement. Contractor must also ensure that inmates have the right to refuse treatment consistent with Department policy 4.5.10, Level of Therapeutic Care.

R. Contractor must implement suicide prevention plans including appropriate seclusion and/or restraints protocols according to a policy approved in advance by the Department.

S. Medical personnel attending the inmate shall be authorized to make the determination concerning when emergency treatment is needed.

T. Contractor shall provide Continuous Quality Improvement (CQI) information to Department's Medical Director, reflecting all time lines and quality of care.

SECTION XIX

Academic, Vocational, Counseling & Recreational Services

Academic and vocational programs must be comparable to courses offered at Montana State Prison in order to provide a continuum of training for transferred inmates.

Academic, Vocational Services

A. The academic services that Contractor will provide at the Facility include Adult Basic Education and General Education Degree preparedness. Contractor's education programs will operate a minimum of two (2) three hour per day sessions and provide academic instruction to a minimum of 30 % of the population. Each student will enroll in either a morning or afternoon block. After Facility expansion, Contractor will add another three hour block to be held in late afternoon or evening.

B. The Contractor must provide sufficient vocational courses for a minimum of 20% of the inmate population. Vocational courses must be established in cooperation with the Department. Vocational programs will be provided, at a minimum, in two (2) three hour per day sessions with individual inmates enrolling in one of the two sessions. Contractor will provide *Wheels of Learning* approach to vocational education in the construction and building trades.

Counseling

Programs must be consistent with those offered by the Department and required by the courts and the Montana Board of Pardons as a condition for parole. These include, at a minimum: chemical dependency, anger management, cognitive restructuring, substance abuse treatment and sex offender treatment.

A. Contractor will provide to inmates who qualify, Contractor's *LifeLine Therapeutic Community* program. The program is divided into three phases: Orientation (60 hours over 28 days), Community class (12-14 weeks) and Senior Phase/Re-Entry Phase (4-8 weeks).

B. Chemical dependency treatment programming must include examination of criminal personality issues and its role with addiction and should have a strong emphasis on relapse prevention. The Contractor must adhere to the Montana Department of Public Health and Human Services Addictive, Mental Disorders Division, for chemical dependency rules for correctional facilities. Programming shall be provided to inmates who have a court order requiring completion of such a program, whose crime involved drugs or alcohol, who have a history of substance abuse, who volunteer and have an assessment of chemical dependency, or who have been ordered to complete chemical dependency counseling by the Montana Board of Pardons and Parole.

C. Sex offender treatment programming shall include Phase I, Phase II, including the Orientation Group and Phase III, Aftercare. Contractor should use a cognitive-behavioral approach and adhere to Montana Sex Offender Treatment Association (MSOTA) Standards when providing treatment. Counselors must be eligible to be certified by MSOTA.

D. Anger Management/Dispute Resolution programming will be provided for appropriate inmates. The course lasts ten weeks and includes; Introduction, Cues and anger reducers, external and internal triggers, developing strategies to incorporate anger reducers in day-to-day-situations, developing effective self-rewarding and self-coaching techniques, understanding short term and long term consequences; identifying and changing anger-provoking behavior, rehearsal of full sequence "win-win" behavior, overall review and reinforcement.

E. While the inmate is housed at the Facility, Contractor shall provide sufficient counseling resources and personnel to ensure that any court-ordered counseling requirements for the programs listed in subsection (1) may be completed prior to the initial parole eligibility date of an inmate.

Recreation and Hobby

Contractor must provide adequate opportunities for physical exercise. The recreational program will include indoor, outdoor and hobby activities. The type and level of activities

must meet ACA Standards. Contractor must generally conform to and provide hobby privileges consistent with Montana State Prison Policy 22-002.

Religious Activities

Contractor must provide religious programs and activities for inmates. Contractor shall specifically provide for religious programs for Native Americans.

SECTION XX

Inmate Industry Programs

Contractor must provide 10,000 square feet of space exclusively for utilization by Montana Correctional Enterprises (MCE) industries programs. Contractor will also provide inmate labor for MCE industries programs, as well as management and supervisory personnel. Contractor may not compete with or duplicate the Department's existing industry programs. All profits from the correctional industry programs will be retained by the Department and deposited in the MCE proprietary account to be used for expansion and improvement of the industry programs. At the conclusion of this Contract, all funds in the account will be retained by the Department.

SECTION XXI

Inmate Work and Pay

Inmates shall be required to work. Inmate workers must receive pay comparable to that received by inmates in Department facilities and consistent with Department policy. Funds for institutional workers pay are included in the per diem rate as set forth in Section V. Payment to inmates employed in the MCE industries programs will be the responsibility of MCE.

SECTION XXII

Inmate Orientation

The Contractor shall provide orientation to inmates which includes, but is not necessarily limited to, a handbook containing information on: rules, penalties and offenses, disciplinary procedures, access to courts and attorneys, mail, telephone, grievances, medical care, religion, and programs available. Inmate orientation must be conducted within one week after arrival at the Facility and must be documented by employee and inmate signatures.

SECTION XXIII

Mail, Visitation

A. Contractor must adopt and implement Department policies: 5.4.1, Offender Correspondence; 5.4.2, Incoming Publications; and 5.4.3, Inmate Access to Telephones; and 5.4.4, Offender Visiting.

B. Contractor must provide physical space, furniture, equipment and supervision for contact and non-contact visitation in accordance with applicable ACA Standards.

SECTION XXIV

Inmate Rights

A. Contractor must provide the inmates the opportunity to voluntarily practice their own religious activities, subject only to those limitations necessary to maintain the order and security of the Facility. Inmates may not be required to attend or participate in religious services or discussions.

B. Contractor must adopt and implement Department policy 3.3.3, Offender Grievance Procedures. Contractor must provide the Department with copies of all inmate grievances monthly, along with statistical information on number and type of grievances received as required by the Department.

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

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

E. Contractor must provide inmates with assistance in accessing the courts. Contractor shall contract with an attorney to assist inmates in the drafting and filing of complaints, post-conviction petitions, sentence review applications, notice of appeal and habeas corpus petitions. The contract shall substantially conform to the terms of the contract between the Department and its contract attorney, which is attached hereto as Appendix IV.

SECTION XXV

Inmate Telephones/Commissions

A. The Contractor must contract with a public or private telephone company to provide coinless, collect telephone service to the inmate population. The telephone service contract must be submitted to the Department for its review and approval prior to acceptance by the Contractor. Rebates/commissions or other compensation received by Contractor from the telephone company must be directed to a separate Inmate Welfare fund account. Copies of source documentation supporting said rebates/commissions must be available for Department review.

B. Monies received from use of inmate phones must be deposited in a separate account and utilized for inmate rehabilitative needs, in conformity with the Montana State Prison Inmate Welfare Fund.

C. The telephone service shall include the capability to monitor and record inmate conversations, the ability to ensure that certain phone numbers cannot be monitored, and the ability to control what phone numbers an inmate may access. The cost of the telephone service to the inmate must be comparable to the cost at similar Department facilities.

SECTION XXVI

Inmate Commissary/Canteen

The Contractor must make canteen items available to inmates. Canteen items must substantially conform to Montana State Prison canteen items. Prices charged for items should be comparable to those charged in Department facilities. The Contractor must provide suitable space, utilities and equipment to provide canteen items. Separate financial records and accounts must be maintained by the Contractor for all canteen business. The Facility commissary/canteen system must interface with the facilities' inmate banking system. Contractor is responsible for all programming costs, including security costs, and all communication links. All profits from the canteen operation must be deposited in a separate account and utilized for inmate rehabilitative needs, in conformity with the Montana State Prison Inmate Welfare Fund. The Department shall have final authority to approve or disapprove use of the funds in this account. Quarterly financial statements - balance sheet, income statement - of the inmate canteen operation including Contractor and subcontractor, if applicable, must be submitted to the Department with a detailed listing of all expenditures for inmate benefits. A quarterly itemized statement of all receipts and disbursements of the Contractor's inmate canteen account must be made available to the Department's Contract Monitor no later than the 15th day of the following month. Employment practices and operating procedures, etc., must be consistent with those employed at similar Department operated prisons. The Contractor must be responsible for providing necessary administration services to the canteen operation. Canteen operations must be audited annually by a Certified Public Accounting firm. The expense of the annual audit of the canteen must be borne by the canteen.

SECTION XXVII

Classification and Transfer

A. Inmates will be assigned to the Facility and assigned a custody classification by the Department. The Contractor must utilize Department policies 4.2.1, Offender Classification Procedures, 4.2.2, Special Needs Offenders, and other Department classification and housing policies as developed. The Contractor has no authority to transfer, discharge or release an inmate without the prior written approval of the Department. The Department has final authority with respect to any transfer, discharge or release decision.

B. Inmates placed in the Facility may not be reduced to a classification of lower risk unless mutually agreed to by the Department and Contractor consistent with the policies and

procedures of the Department. The Contractor will be required to perform a custody reclassification review every six (6) months. Contractor shall provide the Department with a summary of reclassification decisions on a monthly basis.

C. The Contractor will be responsible for preparing, maintaining and providing parole reports, progress reports and disciplinary records to the Department and/or the Montana Board of Pardons and Parole.

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

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

SECTION XXVIII

Communications

The Facility warden or designee will ensure the Montana State Prison Command Post receives daily verbal/telephone reports to at least include severe, major and minor disciplinary infractions; count; escapes or attempted escape; all temporary lock-up incidents; disturbances; identification of inmates in administrative segregation and length of stay; inmate-on-inmate assaults; assaults on staff; use of force; personnel actions; contraband seizures, including weapons, drugs and alcohol; and off-site or medical transport.

A. Daily telephone reports will be made at 8:00 a.m. to the MSP Command Post at 406-846-1320, extension 2250. Written reports, including incident reports requested by the Command Post will be faxed to MSP at 406-846-2913 and to Department central office, Public Affairs Officer, at 406-444-4920.

B. In addition to the foregoing, within four (4) hours of an assault, severe or major disciplinary infraction, contraband seizure, off-site or medical transport, disturbance, escape, or use of force, Contractor will fax incident reports to the Department Central Office at 406-444-4920, and to MSP at 406-846-2913.

C. Any additional incident reports requested by the Department will immediately be faxed to the numbers noted in #2 above.

D. Video tapes of incidents will be sent upon request to the Department within three (3) days of the request.

E. Contractor will increase the frequency of telephone reporting upon request of the Department.

F. Contractor will designate and provide a listing of on-site key personnel responsible for the effective exchange of information.

G. Open communications will be established between Contractor's investigators and Department's investigators to inform of potential and ongoing criminal investigations.

SECTION XXIX

Indigent Inmates

The Contractor shall provide inmates who are indigent with personal health and welfare items in accordance with Montana State Prison Policy MSP 12-002, "Indigent Packages". The Contractor shall provide indigent inmates with legal postage and materials in accordance with Montana State Prison Policy MSP 14-001, "Indigent Legal Postage and Materials". The costs associated with providing these health, welfare, and legal items is included in the inmate per diem rate set forth in Section V, Compensation and Adjustments.

SECTION XXX

Furnishings, Fixtures and Equipment

A. The Contractor shall maintain and replace all FF&E to operate the Facility for its intended purpose, including FF&E for the Department's Contract Monitor. The Contractor will be required to safeguard, maintain and account for all FF&E at all times and to turn them over to the Department, or the next Contractor, as the case may be, in good condition, except for reasonable wear and tear. FF&E will remain property of the Contractor except in the event of termination and/or expiration of the Contract.

B. If replacement FF& E is available through the Department's MCE, the Contractor shall grant MCE the right of first refusal to meet the quality, price and delivery time of FF&E required by the Contractor. If MCE can meet requirements as to quality, price and time of delivery, the Contractor must purchase the FF&E from MCE. The Department will ensure that Contractor is provided with a current copy of the MCE catalogue and all updates to it as they are released.

C. If any FF&E installed requires software systems to operate and/or maintain the Facility, the Contractor must obtain a license which allows the State or subsequent Contractor to use the software for the operation of the Facility and it must be transferrable without cost or restriction to the State or subsequent contractor.

1. All software, hardware and firmware purchased and/or leased by the Contractor which used prior to, during or after the calendar year 2000, shall include, at no added cost to the State, design and performance so that there is no experience of software abnormality and/or generation of incorrect results from the software due to date oriented processing.

2. The software, hardware and firmware design to insure year 2000 compatibility must include, but is not limited to: date structures (databases, data files, etc.) That provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates the same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; use interfaces (i.e. screens, reports, etc.) That accurately show four (4) digit years; and assurance that the year 2000 will be correctly treated as a leap year within all calculation and calendar logic.

SECTION XXXI

Liaison/Contacts/Contract Monitor

A. In order to effectively administer this Contract, each party shall appoint contact persons.

1. The Contact Persons for the Department are:

Operational Issues: Contract Monitor
Contract Issues: Contracts Manager
Notice/Litigation: Department's Chief Legal Counsel

2. The Contact Persons for the Contractor are:

Operational Issues: Facility Warden
Contract Issues: Vice President of Legal Affairs
Notice/Litigation: Vice President of Legal Affairs

B. Replacement of the individuals named herein may be accomplished by written notice to the other party. All notices, reports, billings and correspondence to the respective parties to this Contract shall be sent to the addresses listed above.

SECTION XXXII

Governing Law:

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

SECTION XXXIII

Contractor Status

The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be

or shall be deemed an agent or employee of the Department. Contractor shall have no authorization, express or implied, to bind the Department to any contracts, liability or understanding except as expressly set forth herein.

SECTION XXXIV

Assignment

A. No right or interest pursuant to this Contract shall be subcontracted, assigned or delegated by the Contractor without the prior express written permission of the Department.

B. In the event that permission is granted and some or all of the services are subcontracted or assigned, the Contractor shall guarantee that the subcontractor, assign, or delegee will comply with all of the provision of this Contract.

SECTION XXXV

No Third-party Beneficiary Enforcement

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

SECTION XXXVI

Venue

This Contract is governed by the laws of Montana. Section 18-1-401, M.C.A., states that district courts of the State of Montana have exclusive jurisdiction on contract claims. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

SECTION XXXVII

Severability

A. If any term or condition of this Contract shall be held to be invalid, illegal or unenforceable, this Contract shall be construed and enforced without such provision, to the extent this Contract is then capable of execution within the original intent of the parties.

B. If, however, the Department determines that the invalid provision or provisions are essential to the purpose or performance of the Contract, it may terminate the Contract. Such a termination shall be deemed a termination for cause.

SECTION XXXVIII

Risk of Physical Damage to Facility

The risks and costs of physical damage to the Facility incurred as a direct result of the placement of Montana inmates in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per-inmate day as provided by Section V.

SECTION XXXIX

Force Majeure

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

SECTION XXXX

Compliance with Applicable Laws

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

SECTION XXXXI

Confidentiality of Records

Unless otherwise provided, and where appropriate:

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

B. Contractor shall specifically keep confidential all records and files of Department inmates; Contractor shall obtain prior written approval from the Department before releasing or disclosing the contents of any such records or files. Contractor further acknowledges that this requirement is in addition to and not in lieu of any other laws respecting confidentiality of inmate and criminal justice files and records.

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

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

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

SECTION XXXXII

Headings:

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

SECTION XXXXIII

Time of the Essence:

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

SECTION XXXXIV

Modification and Breach

This Contract contains the entire agreement and understanding between the parties and no statement, promise or inducement made by either party or agents thereof which are not contained in the written Contract shall be binding or valid. This Contract shall not be enlarged, modified or altered except upon written agreement signed by all parties to the Contract.

SECTION XXXXV

Alternate Dispute Resolution

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

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

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

C. In the absence of an agreement to the contrary by the parties, the mediation process shall be conducted in accordance with the Center for Public Resources Model Mediation Procedures of Business Disputes. the mediation shall conduct all hearings and meetings in Helena, Montana, and, within thirty (30) days of appointment, shall notify the parties in writing of the decision stating separately findings of fact and determinations of law. If non-binding mediation does not resolve the dispute, parties may proceed to Step 3 set out herein.

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

SECTION XXXXVI

Contractor Compliance Assessment

A. In the event that the Contractor fails at any time following September 1, 1999, to perform or comply with the terms and conditions of this Contract or any applicable court order, the Contractor agrees to pay a Contractor Compliance Assessment as determined by the formula

set forth in Appendix III, which is incorporated herein by reference. The procedure for assessing a fine for non-compliance by the Contractor is as follows:

B. The decision to assess the Contractor a Contractor Compliance Assessment and the amount of any Assessment shall be the sole discretion of the Department.

C. The Department's Contract Monitor will prepare a Notice of Non-Compliance which will identify each instance of non-compliance with this Contract. The Department will grant the Contractor a reasonable time, typically 60 days, to rectify the noncompliance. Notwithstanding the foregoing, in the event that the Contractor has previously been notified about a similar instance of non-compliance, the Contract Monitor may, in his or her sole discretion, assess a fine as provided for herein without providing the Contractor an opportunity to rectify the non-compliance.

D. If the Contract Monitor determines that the Contractor has not rectified the non-compliance within the time period specified, the Contract Monitor shall prepare a Notice of Non-Compliance and Assessment of Fine (hereafter "Notice of Asssesmment"). The Notice of Assessment shall identify each instance of non-compliance which was not rectified in the requisite period of time, along with the amount of the fine assessed for each instance of non-compliance. Notwithstanding the foregoing, if the Contractor fails to rectify any non-compliance, the Department, in its sole discretion, may declare the Contractor in breach of the Contract and the Department may, at its sole discretion, terminate the Contract no less than 10 days from the date of Contractor's failure to cure the non-compliance.

E. The Department's Contract Monitor will mail the Notice of Assessment to the Contractor's contact person, certified, return receipt requested.

F. If the Contractor disputes the assessment, the Contractor shall mail a Notice of Disputed Assessment to the Contract Monitor within 10 days of date of receipt of the Notice of Assessment, and said Notice of Disputed Assessment shall be mailed certified, return receipt requested. The Contractor must specifically indicate the basis for its dispute with the finding of non-compliance and the assessment of fine, and must provide supporting documentation. If the Contractor fails to dispute the finding of non-compliance and assessment of fine within the 10 days, or fails to provide a basis and/or documentation as required by this paragraph, the Contractor waives the right to contest the assessment of non-compliance and fine by the Department.

G. The Department shall have 10 days from receipt of Contractor's Notice of Disputed assessment to reconsider the assessment of the fine. If the Department does not respond to the Contractor within said 10 days, the Department will be considered to have affirmed the assessment of the non-compliance fine. The Department's action or inaction as set forth in this paragraph shall be considered its final decision.

H. In the event that the Department's final decision is to assess a fine, the amount of the fine shall be deducted from the next payment made to the Contractor by the Department.

I. If the Contractor is not satisfied with the final decision of the Department, the Contractor may utilize the Alternate Dispute Resolution procedure provided for in Section XXXV, Alternate Dispute Resolution, of this Contract.

J. In the event that the Contractor is determined not liable for the fine, the Contractor shall be reimbursed the amount of fine, plus interest at a rate equal to the short term investment pool rate (STIP).

K. In assessing a fine, the following conditions shall apply:

1. The Contractor shall be assessed a fine for each day of non-compliance.

2. In the event that an instance of non-compliance may reasonably be assigned to two or more Operation Areas, the Contract Monitor shall have sole discretion to determine the appropriate Operation Area to assign the non-compliance.

3. In the event that the cause or type of an instance of non-compliance may reasonably be assigned to two or more causes or types, the Contract Monitor shall have sole discretion to determine the appropriate Operation Area to assign the non-compliance.

4. Each instance of non-compliance may be assessed a fine.

5. Referring to Appendix III, the amount of fine assessed for each instance of non-compliance will be determined as follows:

a. The Contract Monitor shall determine which clause of the Contract with which the Contractor has not complied, and determine the Operation Area assigned to that clause. This determination shall determine the value for "V".

b. The Contact Monitor shall determine the type or cause of non-compliance from the column entitled "Contractor Breach" under the appropriate Operation Area. This determination shall determine the value for "B".

c. The Contract Monitor shall multiply "V" times "B" times $50.00 times each day of non-compliance to determine the amount of fine to assess. For example, if the Contract Monitor determines that the Contractor has only provided one hot meal on three separate days, in violation of Section XVII, paragraph A, the appropriate Operation Area Value, or "V" is 3; and the type or nature of the non-compliance is a failure of staff, for a "B" value of 4. The amount of fine would be 3 times 4 times $50.00 times 3 days, or $1800.00.

L. Notwithstanding the foregoing, CCA shall not be assessed a Contractor Compliance Assessment for the failure to meet an ACA or NCCHC Standard prior to Contractor's accreditation by the ACA or NCCHC; provided; however, that the Contractor shall attain ACA and NCCHC accreditation no later than September 1, 2002.

M. A Contractor Compliance Assessment shall not be assessed if the failure of the Contractor is the result of the acts or omissions of the Department.

SECTION XXXXVII

Changes

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

SECTION XXXXVIII

Completed Contract

This Contract contains 43 pages plus five appendices. The Department cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Director's Office, Department of Corrections, 1539 11th Avenue, Helena, Montana 59620-1301.

SIGNATURES:

DEPARTMENT

Rick Day, Director
Department of Corrections

7-22-98
Date

Marc Racicot, Governor
State of Montana

7-22-98
Date

CONTRACTOR

Doctor Crants, Chairman/CEO
Corrections Corporation of America

7-22-98
Date

Approved for Legal Content by:

David L. Ohler
Chief Legal Counsel
Department of Corrections

7/22/98
Date

PRIVATE PRISON
SHELBY, MONTANA

ON-SITE STATE REPRESENTATIVE

Major Duties of the On-Site State's Representative:

1. Review and become thoroughly familiar with A&E policies and procedures.
2. Review and become thoroughly familiar with the RFP, Design/Build Team responses and all project documentation.
3. Facilitate communication between the State and the D/B Team.
4. Perform evaluation of issues regarding the construction requirements.
5. Perform Quality Assurance oversight of the project for the State.
6. Facilitate the State's Design Committee issues and meetings.

General Tasks of the On-Site State Representative:

1. The On-Site Rep shall be required to be involved and attend all meetings regarding the project whether in Helena or at the job site.

2. Establish an on-site facility during construction complete with telephone and facsimile.

3. Attend and participate in meetings for the purpose of understanding A&E policies, procedures, paper work requirements, lines of authority and decision making, and the organizational structure of the project.

4. Maintain communication with the State and the D/B Team throughout the project. This includes writing, reading and reviewing daily reports and other correspondence of the D/B Team and the State. Develop daily, weekly and monthly reports regarding construction activities, costs, schedules, administrative matters and other information significant to the project.

5. Inform the D/B Team and State of all issues, potential conflicts, and problems which arise during the construction process.

6. Completely review the RFP, D/B Team proposal and all related contract documents and observe the construction conditions to ensure compliance with the design and State RFP, code and other requirements.

7. Review and comment on the D/B Team's construction schedule. Inform State and D/B Team of potential problems, delays or conflicts.

8. Conduct inspections of the construction for compliance with theRFP, D/B Team, construction documents, building codes, etc.

CORRECTIONS CORPORATION OF AMERICA
BEST AND FINAL
June 12, 1998

MONTANA CORRECTIONAL FACILITY
500 MALE BEDS

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	70.00
SECURITY/UNIT MANAGEMENT	38.00
SERVICES	16.00
PROGRAMS	15.00
MEDICAL	8.00
EDUCATION	13.00
TOTAL	170.00

MANAGEMENT/SUPPORT	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Warden	1	0	0	0	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Personnel Coordinator	1	0	0	5	1.00	1.00
Compliance Coordinator	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Mail Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						10.00

SECURITY/OPERATIONS	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Chief of Security	1	0	0	5	1.00	1.00
Shift Supervisor	1	1	1	7	1.72	5.00
Assistant Shift Supervisor	1	1	1	7	1.72	5.00
* Safety/Armory/Key Control Officer	1	0	0	5	1.00	1.00
* Intake/Discharge Officer	1	0	0	5	1.00	1.00
* Visitation Officer	3	0	0	2	1.00	3.00
* Transportation Officer	4	2	0	5	1.00	6.00
* Work Detail Officer	1	0	0	5	1.00	1.00
* Central Control	2	2	1	7	1.72	9.00
* Perimeter Patrol (Mobile)	1	1	1	7	1.72	5.00
* Recreation Officer	2	2	0	7	1.72	7.00
* Utility/Search & Escort Officer	2	2	1	7	1.72	9.00
* Laundry Officer	1	1	0	5	1.00	2.00
* Industry Officer	1	0	0	5	1.00	1.00
* Segregation Officer	2	2	1	7	1.72	9.00
* Medical Officer	1	1	0	5	1.00	2.00
* Education Officer	2	0	0	5	1.00	2.00
Administrative Clerk (Count Clerk)	1	0	0	5	1.00	1.00
TOTAL						70.00

CORRECTIONS CORPORATION OF AMERICA
BEST AND FINAL
June 12, 1998

SECURITY/UNIT MGT.	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
UNIT 1& 2 (6 Pods)						
Unit Manager	1	0	0	5	1.00	1.00
Counselor	4	0	0	5	1.00	4.00
Sr. Correctional Officer	1	1	0	7	1.72	3.00
* Pod Control	2	2	2	7	1.72	10.00
* Housing Officer	4	4	4	7	1.72	21.00
TOTAL						38.00

SERVICES	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Warehouse/Commissary Supervisor	1	0	0	5	1.00	1.00
Warehouse/Commissary Worker	2	0	0	5	1.00	2.00
Food Service Manager	1	0	0	5	1.00	1.00
Food Service Supervisor	0	1	0	5	1.00	1.00
Food Service Worker	2	2	0	7	1.72	7.00
Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	3	0	0	5	1.00	3.00
TOTAL						16.00

PROGRAMS	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Program Manager	1	0	0	5	1.00	1.00
Classification Supervisor	1	0	0	5	1.00	1.00
Psychologist	1	0	0	5	1.00	1.00
Mental Health Coordinator	1	0	0	5	1.00	1.00
Records Clerk	1	0	0	5	1.00	1.00
Addictions Treatment Coordinator	1	0	0	5	1.00	1.00
Addictions Treatment Counselor	2	0	0	5	1.00	2.00
Counselor (Sex Abuse)	2	0	0	5	1.00	2.00
Recreation Supervisor	1	0	0	5	1.00	1.00
Recreation Coordinator (Arts & Crafts)	1	0	0	5	1.00	1.00
Chaplain	1	0	0	5	1.00	1.00
Administrative Clerk	2	0	0	5	1.00	2.00
** Contract Attorney				PRN/CONTRACT		
TOTAL						15.00

CORRECTIONS CORPORATION OF AMERICA
BEST AND FINAL
June 12, 1998

	MEDICAL	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
	Medical Service Supervisor	1	0	0	5	1.00	1.00
	RN	1	1	0	7	1.72	3.00
	LPN	0	1	1	7	1.72	3.00
	Medical Records Clerk	1	0	0	5	1.00	1.00
**	Physician				PRN/CONTRACT		
**	Dentist				PRN/CONTRACT		
**	Psychiatrist				PRN/CONTRACT		
**	Dental Hygienist				PRN/CONTRACT		
**	Dental Assistant				PRN/CONTRACT		
**	Optometrist				PRN/CONTRACT		
	TOTAL						8.00

EDUCATION	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Principal	1	0	0	5	1.00	1
Instructor Supervisor	1	0	0	5	1.00	1
Education Counselor	1	0	0	5	1.00	1
Academic Instructor	4	0	0	5	1.00	4
Vocational Instructor	3	0	0	5	1.00	3
Computer Lab Technician	1	0	0	5	1.00	1
Librarian	1	0	0	5	1.00	1
Secretary	1	0	0	5	1.00	1
TOTAL						[illegible]

* Denotes Correctional Officer Positions

** Denotes Contractual Positions

Please see section 2.13.2, Applicant Flow, for a discussion on CCA's due diligence to ensure that al positions are filled within 30 days.

CONTRACTOR COMPLIANCE ASSESSMENT SCHEDULE

Compliance assessments for each documented occurrence by the Department's Contract Monitor will be calculated in accordance with the following formula:

V = Relative value of Operation Area

B = Relative value of the breach

V x B x $50.00 per day

Operation Area 1; value = 5: Inmate Classification, Custody and Movement, Transportation, Security and Control, Use of Force, Access to Courts, Disciplinary procedures, Inmate Relations, Inmate Records and Information Systems, Communications:

Contractor Breach	**B**
Failure to Staff	6
Failure of Staff	6
Failure to Document	5
Failure to Report	4
Failure to Comply with ACA Mandatory Standards	6
Failure to Comply with ACA Non-mandatory Standards	5
Failure to Comply with NCCHC Essential Standards	6
Failure to Comply with NCCHC Important Standards	5
Failure to Comply with Other Applicable Standards	6

Operation Area 2; value = 4: General Administration and Facility Management, Fiscal Management, Program Audits, Personnel, Training, Medical Administration; Medical, Mental Health, Dental, Optometry and Pharmacy services, Inmate Work and Industries, Inmate wage; Education, Vocational and Counseling Programs, Drug Testing:

Contractor Breach	**B**
Failure to Staff	5
Failure of Staff	5
Failure to Document	3
Failure to Report	2
Failure to Comply with ACA Mandatory Standards	5
Failure to Comply with ACA Non-Mandatory Standards	4
Failure to Comply with NCCHC Essential Standards	5
Failure to Comply with NCCHC Important Standards	4
Failure to Comply with other Applicable Standards	5

CONTRACT TO PROVIDE LEGAL ASSISTANCE TO MONTANA STATE PRISON INMATES

This Contract Is Subject to Arbitration Pursuant to The Montana Uniform Arbitration Act

This Contract is made and entered into by and between the **Montana Department of Corrections, Professional Services Division** (hereinafter referred to as the "DEPARTMENT"), whose address and phone number are 1539 11th Avenue, Helena, Montana 59620-1301, and (406) 444-3930; and **Edmur F. Sheehy, Jr. of Cannon & Sheehy**, (hereinafter referred to as "CONTRACTOR"), whose address, phon number and federal tax I.D. number are 2031 Eleventh Avenue; Helena, MT 59601; 442-9930; 81-0431285.

THE DEPARTMENT AND THE CONTRACTOR AS PARTIES TO THIS CONTRACT, AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

1. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR:

The CONTRACTOR agrees to provide the following services:

1) The CONTRACTOR will assist inmates of the Montana State Prison who wish to file initial pleadings in the following areas:

1. Notices of appeal of convictions, sentences, or revocation of probation or parole;
2. Petitions for Sentence Review;
3. Petitions for Post-Conviction Relief;
4. Petitions for Writs of Habeas Corpus;
5. Complaints pursuant to 42 U.S.C. § 1983.

Inmates whom CONTRACTOR assists must file such pleadings *pro se*.

2) CONTRACTOR will maintain a specific schedule for meeting with inmates in Reception; Low Side Units, High Side Units, Maximum Security, and the Overflow Unit at Warm Springs. CONTRACTOR must be available to confer with inmates in each unit at least twice per month, preferably more often.

3) CONTRACTOR will:

- confer with individual inmates about inmate's desire to litigate a certain issue;
- interview inmate to ascertain all relevant facts;
- advise inmate about the merits or lack of merits of his proposed litigation and the proper parties thereto;
- advise inmate about resolutions alternative to litigation;
- advise inmate which form would be appropriate for the proposed litigation;
- advise inmate about prerequisites to filing,
- assist inmate to complete an appropriate form regardless of the merits or lack of merits to an inmate's proposed litigation;

- CONTRACTOR will provide appropriate help for illiterate inmates, and provide translators for non-English speaking inmates;
- CONTRACTOR will discuss Rule 11 of Mt. and Fed R. Civ. P. with the inmate, sign a statement, and have inmate sign the statement stating CONTRACTOR has discussed Rule 11 with the inmate and inmate understands the requirements of Rule 11. The signed statement will remain in CONTRACTOR's file but may be requested by the DEPARTMENT at any time.

4) CONTRACTOR may hire and utilize support personnel such as paralegals. The DEPARTMENT may require a background investigation for any of CONTRACTOR's support personnel who CONTRACTOR wishes to enter the prison. Any support personnel whom the prison investigator believes is a potential security risk following the investigation will not be permitted in the prison.

5) CONTRACTOR will not appear as attorney of record for an inmate unless the CONTRACTOR had an on-going attorney/client relationship with the inmate prior to the inmate's incarceration. CONTRACTOR also agrees that if CONTRACTOR refers an inmate to another attorney, CONTRACTOR will not accept any referral fee or compensation of any kind. CONTRACTOR shall not seek attorney fees or costs for any action CONTRACTOR has helped an inmate file pursuant to this CONTRACT.

2. COMPENSATION:

In consideration for the services to be provided, the DEPARTMENT shall pay the CONTRACTOR according to the following schedule:

a. The DEPARTMENT shall pay the CONTRACTOR an amount not to exceed ***Thirty Thousand, Six Hundred and 00/100 Dollars ($30,600.00)*** for the services described herein.

c. The DEPARTMENT agrees to pay the CONTRACTOR in 12 equal installments of ***Two Thousand, Five Hundred Fifty and 00/100 Dollars ($2,550.00)*** at the first of each month beginning July 1, 1997.

d. The DEPARTMENT may withhold payments to the CONTRACTOR if the CONTRACTOR has not performed in accordance with the terms of this Contract.

3. AGENCY ASSISTANCE:

The DEPARTMENT will provide CONTRACTOR access to needed records, work site, and information necessary for the CONTRACTOR to accomplish his duties and responsibilities under this contract. DEPARTMENT will provide the forms with which CONTRACTOR will assist inmates to file notices and pleadings.

4. TIME OF PERFORMANCE:

This Contract shall take effect on ***JULY 1, 1997***. The Contract shall terminate on ***JUNE 30, 1998***, unless terminated earlier in accordance with the terms of this Contract. The DEPARTMENT may, at its discretion and according to the terms of the existing Contract, renew this Contract at one (1) year intervals for a period not to exceed a total of seven (7) years.

5. LIAISON:

a. ***DIANA P. LEIBINGER-KOCH*** will be the liaison for the DEPARTMENT. ***EDMUND F. SHEEHY, JR.*** will be the liaison for the CONTRACTOR.

b. Written notices or complaints will first be directed to the liaison.

6. OWNERSHIP AND PUBLICATION OF MATERIALS:

All materials, developed or utilized by CONTRACTOR in its performance under this Contract, shall be the joint property of the CONTRACTOR and the DEPARTMENT.

7. CONTRACTED PARTY'S EMPLOYMENT STATUS:

The CONTRACTOR is an independent CONTRACTOR and neither the CONTRACTOR nor any of its employees or agents are employees of the DEPARTMENT. ***THE CONTRACTOR SHALL NOT BE COMPENSATED FOR WORK PERFORMED PRIOR TO ITS HAVING PROVIDED TO THE DEPARTMENT A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A CERTIFICATE OF EXEMPTION UNDER 39-71-401, MCA.***

The CONTRACTOR is not covered by provisions of the Montana Tort Claims Act.

8. INSURANCE:

PROFESSIONAL LIABILITY: CONTRACTOR shall be required to purchase and maintain professional liability insurance during the term of this Contract. Coverage shall be at a minimum of $250,000 combined single limit per occurrence and $500,000 aggregate single limit per occurrence.

The CONTRACTOR shall furnish the DEPARTMENT with certificates of insurance and original endorsements affecting coverage required by these insurance clauses before DEPARTMENT signs this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

9. HOLD HARMLESS AND INDEMNIFICATION:

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

The CONTRACTOR agrees to protect, defend, and save the DEPARTMENT, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR, CONTRACTOR's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, subCONTRACTORs, or representatives. Nothing herein shall be construed as an agreement by the CONTRACTOR to release, indemnify and hold harmless the DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of the DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of the CONTRACTOR.

10. ACCESS AND RETENTION OF RECORDS AND CONFIDENTIALITY:

a. The CONTRACTOR agrees pursuant to section 18-1-118, Montana Codes Annotated, he will allow the legislative auditor and legislative fiscal analyst sufficient access to the CONTRACTOR's records to determine the parties' compliance with the terms of the contract. Refusal to allow access to these records will result in termination of the contract.

b. The CONTRACTOR agrees to create and retain all records supporting the services rendered for a period of three years after either the completion of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

c. The CONTRACTOR shall, in accordance with relevant laws, regulation and policies, including the 1988 State Policy on Confidentiality of Client Information, protect the confidentiality of any material and information concerning any inmate for whom he renders assistance or advice.

d. The activities of the CONTRACTOR, CONTRACTOR's staff and associates pertaining to this contract shall remain confidential to the CONTRACTOR except for purposes of auditing the CONTRACTOR to assure compliance with the contract's terms.

11. ASSIGNMENT, TRANSFER AND SUBCONTRACTING:

The CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate

responsibilities under this Contract, in whole or in part, without the prior written approval of the DEPARTMENT. The DEPARTMENT agrees that the consideration of the approval of a substitution will not be unreasonably withheld. No such written approval shall relieve the CONTRACTOR of any obligations of this Contract and any transferee or subCONTRACTOR shall be considered the agent of the CONTRACTOR. The CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

12. COMPLIANCE WITH LAWS:

The CONTRACTOR must comply with all applicable federal and state laws including, but not limited to the prevailing wage laws, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

13. TERMINATION AND DEFAULT:

a. The DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Contract in whole or in part at any time the CONTRACTOR fails to perform as required in this Contract.

b. This Contract may be terminated without cause by either party by providing written notice to the other as described in this paragraph. If the termination is without cause, the party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.

c. The DEPARTMENT, at its sole discretion, may terminate this CONTRACT if available funding is reduced.

14. MODIFICATION:

The Department reserves the right upon 30 days written notice to renegotiate the contract terms appropriately if:

1. The United States Supreme Court determines any similar system of delivery of legal services to inmates is deficient or is in excess of constitutional requirements; or
2. Any other court of controlling jurisdiction determines the specific system of delivery of legal services to inmates is deficient or in excess of constitutional requirements.

15. VENUE:

This CONTRACT is governed by the laws of Montana. The parties agree that any mediation, arbitration or litigation concerning this CONTRACT must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, interpreted according to Montana law and each party shall pay its own costs and attorney fees.

16. FREEDOM FROM DISCRIMINATION STATEMENT:

All parties of this contract agree that all hiring must be done on the basis of merit and qualifications and there may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin by the person or persons performing the contract.

17. LICENSURE:

The CONTRACTOR agrees to provide copies of any current licenses and certifications which register the CONTRACTOR and any associates covered under this contract.

18. ARBITRATION:

Any claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

19. LIMITS OF AGREEMENT:

This Contract contains the entire agreement between the parties and no statement, promises or inducements made by either party or agents thereof which are not contained in the written Contract shall be binding or valid. This Contract shall not be enlarged, modified or altered except upon written agreement signed by all parties to the agreement.

20. ADVERTISING AND NEWS RELEASES:

CONTRACTOR shall not advertise or publish information concerning the contract in any form or media without prior written consent from the State. News releases pertaining to this contract may not be made without prior written approval from the DEPARTMENT.

21. CONFLICT OF INTEREST:

The CONTRACTOR covenants that it presently has no interest and shall not acquire any

interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of the Contract, no person having any such known conflicting interest shall be employed.

22. COMPLETED CONTRACT

The DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to Administrative Services Division, Department of Corrections, 1539 11th Avenue, Helena, Montana 59620-1301.

SIGNATURES:

DEPARTMENT	***CONTRACTOR***
Sally Johnson	***Edmund F. Sheehy, Jr.***
6/9/97	6/4/97
Date	***Date***

Approved for Legal Content by: Diana Leibinger-Koch
Legal Counsel
Department of Corrections

6/6/97
Date

FACILITIES CONDITION INVENTORY

INSPECTION TEAM WORKSHOP

Prepared for State of Montana
as a Cooperative Product
of
Office of Facilities Services
at
Montana State University and The University of Montana

THE FACILITIES CONDITION INVENTORY

I. The Facilities Condition Inventory (FCI)

A. What is a FCI?
- The periodic evaluation of the condition of an institution's physical assets.

B. Why perform the FCI?
- Implement a Pro-Active Maintenance management program.
- Provide data and information to those making budget/resource allocation decisions.
- Educate governing agencies.

C. The FCI is a Dual Purpose Tool
1. Budget Tool
   - Solicit additional maintenance funding.
   - Prepare for Long-Term Resource needs.
   - Recognize value of our facilities as an institutional asset.
   - Identify/prioritize areas of greatest need.
   - Record/illustrate Net Asset Value improvement.
2. Operational Tool
   - Identify/prioritize/schedule maintenance projects.
   - Facilitate efficient use of resources.
   - Record/illustrate improvement at plant level.
   - Detect and reduce over maintenance.

II. Goals of the Facilities Condition Inventory

A. To systematically and <u>routinely</u> identify the deficiencies that exist in the State of Montana's physical assets.

B. To identify and recommend appropriate corrective action that will maintain State of Montana's physical assets at the required level of maintenance.

C. To maintain the Facilities Condition Inventory records by inspecting all state buildings on a <u>scheduled</u> basis.

D. Involve many different disciplines together as a team to audit your buildings.

SAMPLE

FCI INSPECTION TEAM
CAPTAIN'S RESPONSIBILITIES

PreInspection Logistics

☐ 1. Get with O.F.S. secretary and coordinate/delegate responsibilities listed below.

☐ 2. Schedule Inspections (normally 2nd Wednesday of the month) and notify participants.

- Mgr. Campus Maint.
- OFS Plumber Foreman
- OFS M/E Engineer
- OFS Electrician Foreman
- OFS Architect
- Custodial Supervisor
- OFS Carpenter Foreman
- HDC Advisor (Cecilia Vaniman)

☐ 3. Schedule meeting place for Building Review Session and Exit Session.

☐ 4. Edit standard memo as needed and send to Building Supervisor at least 2 weeks prior to inspection.

☐ 5. Call Building Supervisor (on day memo should arrive) and discuss his/her responsibilities.

a. Thank them for their cooperation and assistance.
b. Be sure to notify all building occupants.
c. Reiterate that the FCI is to document maintenance needs vs. adaptive renovation needs (May send memo to O.F.S. Planner noting adaptive renovation needs.).
d. Invite Building Supervisor or designee to Building Review Session (suggest 8:30 arrival, 20 min. discussion), but encourage written comments.
e. Be sure to coordinate special access requirements. Discuss possible areas and document for verification.
   - possible personnel contamination
   - possible experiment contamination by personnel
   - light/noise interruptions
   - other as appropriate

Office of Facilities Services

MSU • Bozeman
P.O. Box 172760
Bozeman, MT 59717-2760

Telephones (406)

Administration	994-2001
Facilities Plan. & Mgmt.	994-4131
Work Control Center	994-2107
Accounting	994-5020
Engineering & Utilities	994-2001
Campus Stores	994-2098
Motor Pool	994-3670
Landscape & Grounds	994-3442
Custodial Services	994-6868
Fax	994-6572

MONTANA STATE UNIVERSITY
BOZEMAN

SAMPLE

Memo

TO: _____, Building Supervisor
_____ Hall

FROM: Dave Bergum
FCI Inspection Team

RE: FACILITIES CONDITION INVENTORY (FCI)
(Building Name)

An inspection team from the Office of Facilities Services will be conducting a Facilities Condition Inventory of _____ on _____, from 10:00 a.m. To 3:00 p.m. .

The FCI provides a periodic evaluation of the condition (maintenance) of the institution's physical assets. The FCI produces data which will be used by those making facilities budget/resource allocation decisions and assists in the administration of a pro-active approach to maintenance management.

The FCI Inspection Team will consist of 6-8 people, with backgrounds in pertinent disciplines, who will inspect all areas of the building with regard to maintenance needs. It is anticipated that this inspection will take approximately 4 hours or less to complete. Please notify all building occupants accordingly. You or your designated representative should be available for consultation during a portion of the inspection time. Written comments noting various aspects of the building's physical condition are encouraged and may be prepared prior to the inspection. Please contact me as early as possible regarding known maintenance deficiencies and/or special access requirements or procedures.

The effective maintenance of our institution's physical assets is a significant and essential task and your cooperation in this effort will assist the Office of Facilities Services in successfully executing this important responsibility. Your assistance is greatly appreciated.

FCI INSPECTION SCENARIO

- Building Plans
- Last FCI Report
- Work Order History
- Custodial Report
- Major/Deferred Maintenance List
- LRBP List

FACILITIES CONDITION INVENTORY

RATING FORM

CAMPUS	:	Montana State University - Bozeman
DATE OF INSPECTION	:	June 12, 1996
BUILDING NAME	:	Wilson Hall
BUILDING NUMBER	:	129
BUILDING CATEGORY	:	3
INSPECTION TEAM	:	Jeff Butler Jeff Davis Gary Townsend Darrell Freeland Ken Ostermiller Dave Bergum Rob Harrison

FCI PRIORITIZED RATING SYSTEM

1. SAFETY
2. DAMAGE/WEAR OUT
3. CODES/STANDARDS
4. ENVIRONMENTAL IMPROVEMENTS
5. ENERGY CONSERVATION
6. AESTHETICS
7. OTHER

FCI RATING FORM DEFINITIONS

1. Building Name from Facilities Inventory

2. Building Number from Facilities Inventory

3. Building System to be evaluated

4. Building Category from FCI Building Category Listing.

   The information for 1-4 above should already be provided when the FCI team receives the form.

5. Various pre-determined components of the system being evaluated.

6. Numerical rating in accordance with Prioritized Rating System. Component deficiencies are valued from 1-100 and noted according to priority.

7. Explanation of component deficiencies, noted by Component letter and rating number, i.e., A-2. Use work order terms.

MONTANA STATE UNIVERSITY-BOZEMAN

FACILITY CONDITION INVENTORY — BUILDINGS BY SYSTEM — PAGE 1

Sample FCI report with notes/revisions for current inspection.

AUDIT DATE 3/11/92

BUILDING: AJM JOHNSON HALL
CATEGORY: 04B
SQ FOOTAGE: 41,131
SQUARE FOOT CORRECTION FACTOR 1.04

REPLACEMENT COST $ 4,794,275 — $/SF 115.99

DEFERRED MAINTENANCE/RENEWAL COST $1,443,530

FACILITY DEFICIENCY RATIO 30.0%

BUILDING NAME	SYSTEM	COMPONENT	CAT CODE	PRI	%	COST /SF	RENEWAL COST	DEF RATIO	TOTAL SYSTEM REPLACE COST	DESCRIPTION
AJM JOHNSON HALL	FOUNDATION	EXTERIOR STEPS/RETAINING WALLS	04B	1B	02	5 ✓ 51	1,095	.05		REPLACE THE STAIR & SITES AT WEST [illegible]
						$ 4.89	$ 1,095	.01	202,138	
AJM JOHNSON HALL	ENVELOPE	EXTERIOR WALLS	04B	2A	02	15 ✓ 4.91	10,442	.15		REGROUT FOREMAST [illegible] TERRA COTTA TILE
AJM JOHNSON HALL	ENVELOPE	EXTERIOR WINDOWS	04B	2B	02	100 ✓ 1.27	115,159	1.00		REPLACE ALL WINDOWS
						$ 11.21	$ 165,601	.36	461,141	
~~AJM JOHNSON HALL~~	~~FLOOR SYSTEM~~	~~FLOOR STRUCTURE~~	~~04B~~	~~3A~~	~~02~~	~~10 ✓ 7.88~~	~~33,676~~	~~.10~~		~~LEVEL SLOPED FLOORS~~
AJM JOHNSON HALL	FLOOR SYSTEM	STAIR TREADS/RISERS	04B	3B	03	50 92	19,013	.50		~~INSTALL ELEVATOR VENTILATION~~ REPAIR/REPLACE STAIR TREADS & RISERS
						$ 8.80	$ 51,581	.14	167,710	
AJM JOHNSON HALL	ROOF SYSTEM	ROOF COVERING	04B	4B	02	~~5~~ 2 2.48	~~1,075~~ $100	.01		RECOAT/REROOF [illegible]
						$ 4.40	$ 3,075	.02	181,865	
AJM JOHNSON HALL	FINISHES	INTERIOR WALLS	04B	5A	02	5 ✓ 9.25	19,117	.05		REPAINT INTERIOR WALLS
AJM JOHNSON HALL	FINISHES	CEILINGS	04B	5B	02	66 ✓ 6.25	170,498	.66		INSTALL A LAY-IN CEILING SYSTEM THROUGH BUILDING.
AJM JOHNSON HALL	FINISHES	FLOORS	04B	5D	02	66 ✓ 5.26	143,492	.66		RECOVER ALL FLOORS (VA TILE)
						$ 24.64	$ 333,107	.33	1,018,445	
AJM JOHNSON HALL	SPECIALTIES	SIGNAGE/DIRECTORIES	04B	6B	02	1 25	103	.01		INSTALL FORMICA [illegible]
						$ 2.90	$ 103	.00	119,866	
AJM JOHNSON HALL	H & V SYSTEM	HEATING	04B	7A	02	~~5~~ 4 8.22	~~1,075~~ 13,624	.02		REPLACE CONTROL VALVES
AJM JOHNSON HALL	H & V SYSTEM	VENTILATION	04B	7B	03	60 6.88	170,621	.60		PROVIDE VENTILATION SYSTEM FOR THE BASEMENT FLOOR
						$ 17.56	$ 177,418	.24	725,807	
AJM JOHNSON HALL	PLUMBING SYSTEM	PLUMBING FIXTURES	04B	8A	02	5 3.72	15,955	.05		REPLACE URINALS
AJM JOHNSON HALL	PLUMBING SYSTEM	SUPPLY PIPING	04B	8B	03	10 5.80	95,892	.40		REPLACE THE BASEMENT WATER LINES TO MEET CODE
AJM JOHNSON HALL	PLUMBING SYSTEM	WASTE PIPING	04B	8C	03	70 5.80	167,812	.70		REPLACE ALL WASTE LINES UNDER THE BASEMENT FLOOR

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #12**) is made and entered into between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION III

Duration

Subsection A shall be revised to read as follows:

A. The Operations and Management Contract has been extended from July 1, 2013 through June 30, 2015. The parties may renew this Contract for two (2) additional two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The original contract term began September 1, 1999 and the total life of the Contract, including renewals, shall not go beyond June 30, 2019.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate effective **July 1, 2013 and ending June 30, 2014 shall be $59.83** per inmate day for each MDOC inmate housed at the Facility and the Operations and Management per diem rate effective **July 1, 2014 and ending June 30, 2015 shall be $61.03** per inmate day for each MDOC inmate housed at the Facility. This rate will remain in effect until changed by mutual agreement. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 48 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the Facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment effective July 1, 2013 is contingent upon the continuation of the prevailing wage rates set forth in Appendix I to this Amendment. If the parties agree to renew this Contract pursuant to Section III.A, Appendix I shall be replaced with the prevailing wage rates as issued by the Commissioner of Labor and Industry and in effect on the date the contract renewal is signed. The parties agree to adjust the per diem rate to take the effective prevailing wage rates into consideration.

The MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two 48 bed blocks used for the USMS, before placing inmates in the 48 bed dorm.

SECTION XI

Prevailing Wage and Preferences

Subsection A is revised to read as follows:

Effective July 1, 2013, the Contractor agrees to pay the applicable standard prevailing rate of wages as determined by the Commissioner of Labor and Industry, State of Montana, and as published February 1, 2013, for work performed by Contractor's employees or the employees of Contractor's subcontractors. Appendix I contains the applicable Montana standard prevailing rate of wages, including fringe benefits, published February 1, 2013 and is incorporated herein by reference.

APPENDIX I

Appendix I shall be deleted in its entirety and replaced with the attached Appendix I, Commissioner of Labor and Industry prevailing wage schedule published February 1, 2013.

APPENDIX II

Appendix II A. shall be deleted in its entirety and replaced with the attached Appendix II A., Crossroads Correctional Center Staffing Pattern dated August 19, 2013.

Attachment A

Attachment A, shall be deleted in its entirety and replaced with the attached Attachment A, Inventory of DOC & MSP Policies & Procedures that apply to Crossroads Correctional Center dated 7-9-13.

DEPARTMENT

Mike Batista, Director
Montana Department of Corrections

10/21/13
Date

CONTRACTOR

Natasha Metcalf, Vice President
Partnership Development
Corrections Corporation of America

11/15/13
Date

Steve Bullock, Governor
State of Montana

11/4/13
Date

Approved for Legal Content by:

Colleen Ambrose
Chief Legal Counsel
Montana Department of Corrections

26 Oct 13
Date

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

APPENDIX II A

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	14.00
SECURITY OPERATIONS	54.00
UNIT MANAGEMENT	59.40
MAINTENANCE	4.00
SERVICES	3.00
PROGRAMS	18.00
HEALTH SERVICES	17.20
TOTAL	169.60

MANAGEMENT / SUPPORT	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
WARDEN		1	0	0	5	1.00	1.00
ASST WARDEN		1	0	0	5	1.00	1.00
MANAGER, LEARNING AND DEVELOPMENT		1	0	0	5	1.00	1.00
MANAGER, OPERATIONS FINANCE		1	0	0	5	1.00	1.00
MANAGER, HUMAN RESOURCES		1	0	0	5	1.00	1.00
HUMAN RESOURCES ASSISTANT		1	0	0	5	1.00	1.00
MANAGER, QUALITY ASSURANCE		1	0	0	5	1.00	1.00
SAFETY MANAGER		1	0	0	5	1.00	1.00
INVESTIGATOR	STG Coordinator	1	0	0	5	1.00	1.00
GRIEVANCE COORDINATOR		1	0	0	5	1.00	1.00
SECRETARY		1	0	0	5	1.00	1.00
MAILROOM CLERK		2	0	0	5	1.00	2.00
ADMINISTRATIVE CLERK	Master Scheduler	1	0	0	5	1.00	1.00
TOTAL		14	0	0			14.00

SECURITY OPERATIONS - 8HR SHIFTS	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
CHIEF OF SECURITY		1	0	0	5	1.00	1.00
CORRECTIONAL OFFICER	Visitation	2	0	0	5	1.00	2.00
CORRECTIONAL OFFICER	Work Detail	1	0	0	5	1.00	1.00
CORRECTIONAL OFFICER	Laundry	0	1	0	5	1.20	1.00
CORRECTIONAL OFFICER	Utility/Education	1	0	0	5	1.20	1.00
CORRECTIONAL OFFICER	Armory/Key Control	1	0	0	5	1.00	1.00
CORRECTIONAL OFFICER	Transportation	2	0	0	5	1.20	2.00
CORRECTIONAL OFFICER	Utility/Recreation-Segregation	1	0	0	5	1.20	1.00
ADMINISTRATIVE CLERK		1	0	0	5	1.00	1.00

SECURITY OPERATIONS - 12HR SHIFTS	Post / Assignment	1st Shift	2nd Shift		Days Covered	Relief Factor	Total Staff
SHIFT SUPERVISOR		1	1		7	2.20	5.00
ASST SHIFT SUPERVISOR		1	1		7	2.20	5.00
CORRECTIONAL OFFICER	Front Lobby	1	0		7	2.20	2.20
CORRECTIONAL OFFICER	Central Control	2	1		7	2.20	6.60
CORRECTIONAL OFFICER	Perimeter Patrol (Mobile)	1	1		7	2.20	4.40
CORRECTIONAL OFFICER	Recreation	2	0		7	2.20	4.40
CORRECTIONAL OFFICER	Utility/Search & Escort	2	2		7	2.20	8.80
CORRECTIONAL OFFICER	Medical	1	1		7	2.20	4.40
CORRECTIONAL OFFICER	Kitchen	1	0		7	2.20	2.20
TOTAL		20	7				54.00

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

APPENDIX II A

UNIT MANAGEMENT - 8HR SHIFTS	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
CHIEF OF UNIT MANAGEMENT		1	0	0	5	1.00	1.00
ADMINISTRATIVE CLERK		1	0	0	5	1.00	1.00
RECORDS CLERK		1	0	0	5	1.00	1.00
UNIT MANAGER		2	0	0	5	1.00	2.00
CASE MANAGER		2	2	0	5	1.00	4.00
CORRECTIONAL COUNSELOR		2	0	0	5	1.00	2.00

UNIT MANAGEMENT - 12HR SHIFTS	Post / Assignment	1st Shift	2nd Shift		Days Covered	Relief Factor	Total Staff
UNIT MANAGEMENT #1 (256-Bed Cellblock / 52-Bed Dorm / 46-Bed Segregation)							
SR CORRECTIONAL OFFICER		1	1		7	2.20	4.40
CORRECTIONAL OFFICER	Housing	3	3		7	2.20	13.20
CORRECTIONAL OFFICER	Housing-Segregation	1	1		7	2.20	4.40
UNIT MANAGEMENT #2 (256-Bed Cellblock / 96-Bed Cellblock - USMS)							
SR CORRECTIONAL OFFICER		1	1		7	2.20	4.40
CORRECTIONAL OFFICER	Housing	5	5		7	2.20	22.00
TOTAL		26	13				59.40

MAINTENANCE	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
MAINTENANCE SUPERVISOR		1	0	0	5	1.00	1.00
MAINTENANCE WORKER		3	0	0	5	1.00	3.00
TOTAL		4	0	0			4.00

SERVICES	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
WAREHOUSE MANAGER		1	0	0	5	1.00	1.00
WAREHOUSE/COMMISSARY WORKER		2	0	0	5	1.00	2.00
* FOOD SERVICE MANAGER		1	0	0	5	1.00	Contract
* FOOD SERVICE WORKER	Supervisor	1	1	0	5	1.40	Contract
TOTAL		5	1	0			3.00

PROGRAMS	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
CLASSIFICATION SUPERVISOR		1	0	0	5	1.00	1.00
ADDICTIONS TREATMENT MANAGER		1	0	0	5	1.00	1.00
ADDICTIONS TREATMENT COUNSELOR		1	0	0	5	1.00	1.00
RECREATION SUPERVISOR		1	0	0	5	1.00	1.00
RECREATION COORDINATOR	Arts & Crafts	1	0	0	5	1.00	1.00
CHAPLAIN		1	0	0	5	1.00	1.00
ADMINISTRATIVE CLERK	ATU	1	0	0	5	1.00	1.00
ADMINISTRATIVE CLERK		1	0	0	5	1.00	1.00
PRINCIPAL		1	0	0	5	1.00	1.00
INSTRUCTOR SUPERVISOR		1	0	0	5	1.00	1.00
ACADEMIC INSTRUCTOR		4	0	0	5	1.00	4.00
VOCATIONAL INSTRUCTOR		2	0	0	5	1.00	2.00
LIBRARY AIDE		1	0	0	5	1.00	1.00
ADMINISTRATIVE CLERK		1	0	0	5	1.00	1.00
* LIBRARIAN				CONTRACT/ PRN			
TOTAL		16	0	0			18.00

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

APPENDIX II A

	HEALTH SERVICES - 8HR SHIFTS	Post / Assignment	1st Shift	2nd Shift	3rd Shift	Days Covered	Relief Factor	Total Staff
	HEALTH SERVICES ADMINISTRATOR		1	0	0	5	1.00	1.00
	DENTAL HYGIENIST, P/T		1	0	0	5	0.60	0.60
	CLINICAL SUPERVISOR		1	0	0	5	1.00	1.00
	LPN		0	1	0	2	1.00	1.00
	LICENSED CLINICAL SOCIAL WKR		1	0	0	5	1.00	1.00
	MENTAL HEALTH COORDINATOR		1	0	0	5	1.00	1.00
	MEDICAL RECORDS CLERK		1	1	0	5	1.00	2.00
*	PHYSICIAN		CONTRACT/ 4 HR PER WEEK					
*	ARNP	PA	CONTRACT/ 20 HR PER WEEK					
*	DENTIST		CONTRACT/ 32 HR PER WEEK					
*	DENTIST ASSISTANT		CONTRACT/ 32 HR PER WEEK					
*	PSYCHIATRIST		CONTRACT/ 8 HR PER WEEK					
*	OPTOMETRIST		CONTRACT/ 8 HR PER WEEK					

HEALTH SERVICES - 12HR SHIFTS	Post / Assignment	1st Shift	2nd Shift	Days Covered	Relief Factor	Total Staff
RN		1	1	7	2.50	5.00
LPN		1	1	7	2.30	4.60
TOTAL		0	0			17.20

**Positions hired under a contractual or fee basis for services rendered.*

CROSSROADS660 - 08/19/2013

Shift schedules may be adjusted as necessary to accommodate inmate activity.

ATTACHMENT A

Inventory of DOC & MSP Policies & Procedures that apply to CCC Facility (7-09-13)

The policies and or procedures highlighted in yellow and underlined are policies and or procedures that must be adopted by the CCC facility. The other listed policies and or procedures must be substantially complied with as determined by the MDOC.

DOC Policies that apply to CCC facility

Chapter 1

1.1.6, Incident Reporting and Acting Director System
1.1.7, Compliance Monitoring
1.1.8, Media Relations
1.1.10, Department Facility/Program Tours

1.2.6, Offender Financial Transactions
1.2.10, Commissary/Canteen
1.2.12, Adult Offender Welfare Accounts

1.3.12, Staff Association and Conduct with Offenders
1.3.14, Prison Rape Elimination Act (PREA)
1.3.15, Americans with Disabilities Act (ADA)
1.3.16, Volunteer Services
1.3.35, Blood-borne Pathogens Exposure Control Plan

1.4.1, Staff Development and Training

1.5.4, Transfer of Offender Records
1.5.5, Case Records Management
1.5.7, Case Records Auditing

1.7.1, Information Technology Services
1.7.3, Data Quality
1.7.5, Video Conferencing Services
1.7.6, Unlawful Use of Computers
1.7.7, Computer Security
1.7.9, Acceptable Use of IT Resources (applicable to State-owned equipment only)
1.7.13, Offender Access to Computers (applicable to State-owned equipment only)
1.7.14, Software Licenses (applicable to State-owned equipment only)

1.8.1, Victim Services
1.8.2, Victim-Offender Dialogue
1.8.3, Offender Accountability Letters

Chapter 2

2.2.1, Facility Design/Capacity
2.1.1, Facility Maintenance

Chapter 3

3.1.1, Management of the Security Program
3.1.2 RD, Facility Operations Manuals
3.1.3, Log and Record-keeping Systems (use of red ink is acceptable)
3.1.4 RD, Perimeter Security
3.1.5, Entrance Procedures and Containment of Non-offenders
3.1.6 RD, Control Center Operations
3.1.7 RD, Emergency Equipment & Armory Operations
3.1.8 RD, Use of Force & Restraints
3.1.11, Offender Movement Control
3.1.12, Offender Escort and Transport
3.1.13, Key Control
3.1.15, Security Inspections
3.1.17, Searches and Contraband Control
3.1.19, Investigations
3.1.20, Offender Drug Testing Program
3.1.24 RD, Security Threat Group Identification & Management
3.1.26, Polygraph Tests for Offenders
3.1.28, Crime Scene and Physical Evidence Preservation
3.1.30, Offender Escorted Leave
3.1.33, Communication Systems
3.1.34, Correctional Facility Staffing

3.2.10, Fire and Life Safety
3.2.11, Fire Response/Preparedness
3.2.12, Control and Use of Hazardous Materials
3.2.13, Safety Inspections

3.3.2, Offender Legal Access to Courts
3.3.3, Offender Grievance Program
3.3.4, Media Access to Offenders
3.3.5, Offender/Staff Communication Methods
3.3.6, Offender Mail
3.3.7, Offender Access to Telephones
3.3.8, Offender Visiting
3.3.9, Offender Marriages

3.4.1, Adult Institutional Discipline
3.4.2, Prohibited Acts
3.4.3, Tobacco Use Regulations

3.5.1, Locked Housing Unit Operations
3.5.5, Behavior Management Plans

Chapter 4

4.1.1, Offender Admissions Process
4.1.2, Offender Reception & Orientation
4.1.3, Offender Personal Property
4.1.4, Indigent Status

4.2.1, Offender Classification System
4.2.2, Special Needs Offenders

4.3.1, General Food Service Operations
4.3.2, Menu Planning
4.3.4, Food Service in Special Housing Units

4.4.1, Offender Hygiene, Clothing, & Linen Supplies
4.4.2, Facility Sanitation & Pest Control

4.5.2, Responsible Health Authority
4.5.22 Offender Health Care Continuity
4.5.3, Medical Autonomy
4.5.4, Health Care Credentialing
4.5.5, Health Care Unit Policies and Procedures
4.5.6, Administrative Meetings and Reports

4.6.7, Medical Parole
4.6.2, Release and Transfer Procedures
4.6.5, Emergency Adult Detention Placements
4.6.6, Furlough Program
4.6.3, DOC Commitments

Chapter 5

5.1.1, Inmate Assignments
5.1.3, Adult Offender Participation in a Community Work Program
5.1.4, Forced Labor
5.1.6, Wild Land Fire Suppression Crews

5.2.2, MCE/Program Implementation Checklist

5.3.2, Library Services

5.4.1, Offender Treatment Programs

5.5.2, Offender Organizations
5.5.3, Recreation Programs
5.5.4, Hobby Programs

5.6.1, Religious Programming

Inventory of MSP Operational procedures that apply to CCC facility as of 7-09-13

1.2.10 Canteen
1.2.12 Inmate Welfare Account

3.1.12, Inmate escort and transport
3.1.8A, Use of Chemical Agents & Oleoresin Capsicum (OC)
3.1.33 Radio Communications

3.3.3, Inmate grievance program
3.3.6, Inmate Correspondence, Publications & Packages
3.3.8 Inmate Visiting

3.4.1, Institutional discipline

4.1.3, Inmate Personal property

4.2.1, Inmate classification system
4.2.202 Inmate Separation Needs

4.4.1 Inmate hygiene, clothing

4.8.100, CPB operations

5.1.4, Forced labor

5.5.4, Hobby crafts program

The following policies are currently not applicable at CCC because the services, programs or devices that they govern are not used or performed at the facility. If the facility's scope of work changes in the future such that these policies are applicable, then CCC shall substantially comply with them:

3.1.32, Electronic Monitoring System
5.1.5, Offender Community Presentations
5.2.1, Correctional Enterprises

MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2013

Effective: February 1, 2013

Steve Bullock, Governor
State of Montana

Pam Bucy, Commissioner
Department of Labor & Industry

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

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
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The Labor Standards Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the Internet at **www.mtwagehourbopa.com** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at **www.mtwagehourbopa.com** or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

PAM BUCY
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication February 1, 2013

B. Definition of Nonconstruction Services Occupations

Section 18-2-401 (9)(a)-(9)(l), Montana Code Annotated defines "nonconstruction services" as *"work performed by an individual, not including management, office, or clerical work, for:*
(a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
(b) custodial or security services for publicly owned buildings and facilities;
(c) grounds maintenance for publicly owned property;
(d) the operation of public drinking water supply, waste collection, and waste disposal systems;
(e) law enforcement, including janitors and prison guards;
(f) fire protection;
(g) public or school transportation driving;
(h) nursing, nurse's aid services, and medical laboratory technician services;
(i) material and mail handling;
(j) food service and cooking;
(k) motor vehicle and construction equipment repair and servicing; and
(l) appliance and office machine repair and servicing."

C. Definition of Public Works Contract

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

D. Prevailing Wage Schedule
This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at **www.mtwagehourbopa.com** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

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

F. Wage Rate Adjustments for Multiyear Contracts
Section 18-2-417, MCA states:

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

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

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

G. Fringe Benefits
Section 18-2-412, MCA states:

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

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

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

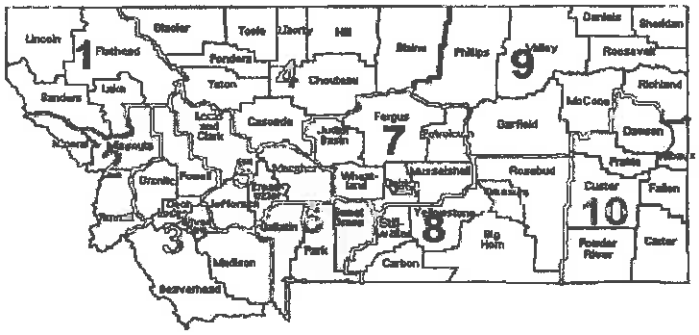
(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type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

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

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

H. Per Diem
Per Diem typically covers the costs associated with board and lodging expenses and are paid when an employee is required to work at a location outside the daily commuting distance and is required to stay overnight or longer.

I. Prevailing Wage Districts
Montana counties are aggregated into 10 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



J. Computing Travel Benefits
Travel pay, for the purposes of public works projects, shall be determined by measuring the road miles (one way) over the shortest practical maintained route from *the county courthouse of the designated city for each district or the employee's home, whichever is closer, to the center of the job.* Each city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 - Kalispell: includes Flathead, Lake, Lincoln, and Sanders Counties
District 2 - Missoula: includes Mineral, Missoula, and Ravalli Counties
District 3 - Butte: includes Beaverhead, Deer Lodge, Granite, Madison, Powell, and Silver Bow Counties
District 4 - Great Falls: includes Blaine, Cascade, Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties
District 5 - Helena: includes Broadwater, Jefferson, Lewis and Clark, and Meagher Counties
District 6 - Bozeman: includes Gallatin, Park, and Sweet Grass Counties
District 7 - Lewistown: includes Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, and Wheatland Counties
District 8 - Billings: includes Big Horn, Carbon, Rosebud, Stillwater, Treasure, and Yellowstone Counties
District 9 - Glasgow: includes Daniels, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan, and Valley Counties
District 10 - Miles City: includes Carter, Custer, Dawson, Fallon, Prairie, Powder River, and Wibaux Counties

When travel pay is applicable and is shown as an additional amount added to base pay, it applies for hours worked on the project, not time spent traveling.

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

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

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

N. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

BOILER OPERATORS
BUILDING INSPECTORS
DITCH RIDERS
ELEVATOR REPAIRERS
HIGHWAY MAINTENANCE WORKERS
JANITORS AND CLEANERS
STREET CLEANERS AND SWEEPERS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS
FOREST FUELS MITIGATION SAWYERS
FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS
TIMBER MARKERS
TREE PLANTERS
TREE TRIMMERS AND PRUNERS

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

BASIN OPERATORS
HAZARDOUS MATERIALS REMOVAL WORKERS
METER READERS
PUMP STATION OPERATORS
REFUSE AND RECYCLABLE COLLECTORS
SANITARY LANDFILL ATTENDANTS
SANITARY LANDFILL OPERATORS
SEWAGE DISPOSAL WORKERS
SEWER PIPE CLEANERS AND REPAIRERS
WASTEWATER TREATMENT PLANT ATTENDANTS
WASTEWATER TREATMENT PLANT OPERATORS
WATER TREATMENT PLANT OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS
BAILIFFS
CORRECTION AND DETENTION OFFICERS
DISPATCHERS
PARKING ENFORCEMENT OFFICERS
PROBATION OFFICERS
SECURITY GUARDS, (Armed)
SECURITY GUARDS, (Unarmed)

FIRE PROTECTION

FIRE MARSHALLS
FIREFIGHTERS, (Wildlands)

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS
BUS DRIVERS, (School)
TRUCK DRIVERS, (Light or Delivery)
VAN DRIVERS, (Shuttle)

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

ADVANCED PRACTICE NURSES
EMERGENCY MEDICAL TECHNICIANS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
MEDICAL LABORATORY TECHNICIANS
MEDICAL LABORATORY TECHNOLOGISTS
NURSES, (Community Health)
NURSES, (Office)
NURSING AIDES, ORDERLIES AND ATTENDANTS
PHYSICIAN ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS
MAIL CARRIERS
MAIL SORTERS AND PROCESSORS

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)
COUNTER ATTENDANTS
DINING ROOM ATTENDANTS
FOOD PREPARATION WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS
BUS AND TRUCK MECHANICS, (Diesel Engines)
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS
COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS
RADIO ENGINEER TECHNICIANS

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES:

BASIN OPERATORS

No Rate Established

BOILER OPERATORS

	Wage	Benefit
District 1	$16.99	$7.10
District 2	$17.31	$8.22
District 3	$16.83	$9.05
District 4	$16.72	$6.45
District 5	$16.99	$7.10
District 6	$17.44	$8.57
District 7	$16.79	$6.36
District 8	$16.99	$7.10
District 9	$16.72	$6.45
District 10	$16.99	$7.10

BUILDING INSPECTORS

	Wage	Benefit
District 1	$22.60	$9.03
District 2	$23.33	$9.43
District 3	$23.45	$8.34
District 4	$18.40	$8.00
District 5	$19.56	$7.20
District 6	$20.82	$6.56
District 7	$20.74	$6.46
District 8	$21.69	$6.57
District 9	$22.29	$8.15
District 10	$22.29	$8.15

DITCH RIDERS

	Wage	Benefit
District 1	$13.37	$2.34
District 2	$12.00	$2.81
District 3	$11.75	$1.69
District 4	$14.68	$2.66
District 5	$16.31	$2.34
District 6	$15.91	$2.34
District 7	$16.26	$2.66
District 8	$17.89	$2.66
District 9	$14.25	$2.66
District 10	$14.50	$2.66

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	$46.54	$28.74
District 2	$46.54	$28.74
District 3	$46.54	$28.74
District 4	$46.54	$28.74
District 5	$46.54	$28.74
District 6	$46.54	$28.74
District 7	$46.54	$28.74
District 8	$46.54	$28.74
District 9	$46.54	$28.74
District 10	$46.54	$28.74

Travel:
All Districts
0-15 mi. free zone
>15-25 mi. $37.27/day
>25-35 mi. $74.54/day
>35 mi. $72.55/day or cost of receipts for hotel and meals, whichever is greater.

HIGHWAY MAINTENANCE WORKERS

	Wage	Benefit
District 1	$17.02	$8.78
District 2	$21.20	$6.55
District 3	$23.47	$9.26
District 4	$16.95	$5.36
District 5	$20.32	$6.71
District 6	$19.89	$7.27
District 7	$16.76	$5.35
District 8	$16.76	$6.26
District 9	$14.57	$3.90
District 10	$17.98	$8.77

Duties Include:
Patching pavement, repairing guard rails, clearing brush, and plowing snow. Maintains highways, municipal and rural roads, airport runways, and right-of-ways.

JANITORS AND CLEANERS

	Wage	Benefit
District 1	$12.87	$3.96
District 2	$10.53	$3.23
District 3	$11.57	$4.22
District 4	$12.74	$5.33
District 5	$10.21	$2.40
District 6	$13.46	$2.36
District 7	$10.17	$5.95
District 8	$11.83	$5.48
District 9	$11.96	$3.76
District 10	$11.79	$2.03

Duties Include:
Heavy cleaning, routine maintenance, tending boiler or furnace, and removing debris or snow from sidewalks.

STREET CLEANERS AND SWEEPERS

	Wage	Benefit
District 1	$14.34	$6.67
District 2	$14.31	$6.67
District 3	$14.81	$6.67
District 4	$14.60	$6.67
District 5	$14.94	$6.67
District 6	$15.80	$6.67
District 7	$17.05	$6.95
District 8	$15.80	$6.67
District 9	$17.00	$7.65
District 10	$15.80	$6.67

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS

	Wage	Benefit
District 1	$12.26	$3.66
District 2	$11.64	$3.73
District 3	$10.70	$2.55
District 4	$11.76	$5.69
District 5	$11.96	$3.72
District 6	$13.36	$4.20
District 7	$14.19	$5.66
District 8	$17.36	$7.20
District 9	$14.07	$6.20
District 10	$14.81	$6.58

FOREST FUELS MITIGATION SAWYERS

	Wage	Benefit
District 1	$15.80	No Rate Established
District 2	$15.80	No Rate Established
District 3	$15.80	No Rate Established
District 4	$15.80	No Rate Established
District 5	$15.80	No Rate Established
District 6	$15.80	No Rate Established
District 7	$15.80	No Rate Established
District 8	$15.80	No Rate Established
District 9	$15.80	No Rate Established
District 10	$15.80	No Rate Established

FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	$14.00	No Rate Established
District 2	$14.00	No Rate Established
District 3	$14.00	No Rate Established
District 4	$14.00	No Rate Established
District 5	$14.00	No Rate Established
District 6	$14.00	No Rate Established
District 7	$14.00	No Rate Established
District 8	$14.00	No Rate Established
District 9	$14.00	No Rate Established
District 10	$14.00	No Rate Established

LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	$12.64	$8.09
District 2	$11.99	$7.45
District 3	$15.54	$9.05
District 4	$11.26	$3.91
District 5	$12.05	$4.52
District 6	$13.39	$2.99
District 7	$13.14	$5.08
District 8	$15.79	$6.92
District 9	$13.04	$6.12
District 10	$11.27	$6.83

PEST CONTROL WORKERS

	Wage	Benefit
District 1	$12.50	No Rate Established
District 2	$12.50	No Rate Established
District 3	$12.50	No Rate Established
District 4	$12.50	No Rate Established
District 5	$12.50	No Rate Established
District 6	$12.50	No Rate Established
District 7	$12.50	No Rate Established
District 8	$12.50	No Rate Established
District 9	$12.50	No Rate Established
District 10	$12.50	No Rate Established

PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS

	Wage	Benefit
District 1	$11.69	$1.93
District 2	$11.17	$0.82
District 3	$13.03	$0.97
District 4	$11.17	$2.72
District 5	$12.04	$1.93
District 6	$12.85	$0.82
District 7	$11.85	$2.72
District 8	$12.00	$4.04
District 9	$12.14	$4.62
District 10	$ 9.32	$3.68

TIMBER MARKERS

No Rate Established

TREE PLANTERS

No Rate Established

TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	$23.74	$7.98
District 2	$23.74	$7.98
District 3	$23.74	$7.98
District 4	$23.74	$7.98
District 5	$23.74	$7.98
District 6	$23.74	$7.98
District 7	$23.74	$7.98
District 8	$23.74	$7.98
District 9	$23.74	$7.98
District 10	$23.74	$7.98

Travel:
All Districts
0-25 mi. - free zone
>25-50 mi. - $20.00/day
>50 mi. - $70.00/day

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

HAZARDOUS MATERIALS REMOVAL WORKERS

No Rate Established

METER READERS

	Wage	Benefit
District 1	$15.68	$9.45
District 2	$15.68	$9.45
District 3	$15.20	$8.54
District 4	$15.49	$6.10
District 5	$15.36	$7.43
District 6	$15.54	$6.96
District 7	$15.82	$5.66
District 8	$16.43	$6.96
District 9	$15.71	$5.91
District 10	$16.05	$6.96

PUMP STATION OPERATORS

	Wage	Benefit
District 1	$15.86	$5.45
District 2	$15.86	$5.45
District 3	$15.86	$5.45
District 4	$15.86	$5.45
District 5	$15.86	$5.45
District 6	$15.86	$5.45
District 7	$15.86	$5.45
District 8	$15.86	$5.45
District 9	$15.86	$5.45
District 10	$15.86	$5.45

REFUSE AND RECYCLABLE COLLECTORS

	Wage	Benefit
District 1	$18.34	$8.10
District 2	$17.02	$7.50
District 3	$15.72	$7.52
District 4	$16.16	$7.15
District 5	$16.59	$6.97
District 6	$17.36	$7.47
District 7	$15.25	$6.00
District 8	$18.31	$8.06
District 9	$15.30	$7.79
District 10	$17.85	$8.02

SANITARY LANDFILL ATTENDANTS

	Wage	Benefit
District 1	$13.50	$8.45
District 2	$13.36	$7.32
District 3	$13.20	$5.66
District 4	$13.64	$7.35
District 5	$14.93	$6.83
District 6	$13.01	$4.47
District 7	$13.07	$3.92
District 8	$11.69	$2.84
District 9	$12.37	$3.86
District 10	$12.55	$3.72

SANITARY LANDFILL OPERATORS

	Wage	Benefit
District 1	$19.95	$7.35
District 2	$20.09	$7.89
District 3	$23.47	$9.26
District 4	$15.42	$5.52
District 5	$18.88	$7.07
District 6	$20.02	$4.69
District 7	$16.63	$5.32
District 8	$18.01	$4.93
District 9	$15.69	$5.49
District 10	$18.89	$6.99

SEWAGE DISPOSAL WORKERS

	Wage	Benefit
District 1	$15.85	No Rate Established
District 2	$15.85	No Rate Established
District 3	$15.85	No Rate Established
District 4	$16.85	No Rate Established
District 5	$15.82	No Rate Established
District 6	$16.85	No Rate Established
District 7	$16.85	No Rate Established
District 8	$16.85	No Rate Established
District 9	$17.20	No Rate Established
District 10	$16.85	No Rate Established

SEWER PIPE CLEANERS AND REPAIRERS

	Wage	Benefit
District 1	$16.20	$9.40
District 2	$15.16	$9.40
District 3	$15.16	$9.40
District 4	$16.20	$9.40
District 5	$15.16	$9.40
District 6	$16.51	$6.99
District 7	$17.61	$6.99
District 8	$17.61	$5.13
District 9	$17.61	$6.99
District 10	$17.61	$6.99

WASTEWATER TREATMENT PLANT ATTENDANTS

No Rate Established

WASTEWATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	$23.38	$6.76
District 2	$22.24	$5.50
District 3	$23.47	$9.26
District 4	$18.62	$5.44
District 5	$20.69	$7.66
District 6	$21.43	$8.93
District 7	$20.94	$8.06
District 8	$21.71	$9.63
District 9	$20.91	$8.53
District 10	$21.71	$9.63

WATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	$19.42	$6.53
District 2	$20.92	$6.59
District 3	$21.04	$6.50
District 4	$18.04	$7.34
District 5	$19.84	$7.10
District 6	$22.02	$8.91
District 7	$19.91	$7.92
District 8	$21.05	$8.99
District 9	$19.52	$7.78
District 10	$20.60	$8.63

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS

	Wage	Benefit
District 1	$16.40	$7.89
District 2	$15.88	$7.91
District 3	$16.37	$6.45
District 4	$16.80	$6.99
District 5	$16.34	$5.71
District 6	$16.88	$6.51
District 7	$17.26	$6.59
District 8	$16.90	$7.39
District 9	$17.19	$7.43
District 10	$16.90	$7.39

BAILIFFS

No Rate Established

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	$14.51	$6.76
District 2	$16.11	$8.60
District 3	$14.44	$7.09
District 4	$14.67	$4.87
District 5	$13.57	$6.54
District 6	$15.44	$4.86
District 7	$15.31	$4.58
District 8	$17.58	$5.12
District 9	$14.56	$4.39
District 10	$12.88	$5.12

DISPATCHERS

	Wage	Benefit
District 1	$14.17	$4.53
District 2	$14.31	$4.08
District 3	$13.89	$5.49
District 4	$14.28	$3.91
District 5	$14.03	$6.60
District 6	$19.47	$4.25
District 7	$16.72	$5.86
District 8	$17.99	$7.42
District 9	$10.58	$3.90
District 10	$17.11	$7.00

PARKING ENFORCEMENT OFFICERS

	Wage	Benefit
District 1	$14.51	No Rate Established
District 2	$14.51	No Rate Established
District 3	$14.51	No Rate Established
District 4	$14.51	No Rate Established
District 5	$14.51	No Rate Established
District 6	$14.51	No Rate Established
District 7	$14.51	No Rate Established
District 8	$14.51	No Rate Established
District 9	$14.51	No Rate Established
District 10	$14.51	No Rate Established

PROBATION OFFICERS

No Rate Established

SECURITY GUARDS, (Armed)

	Wage	Benefit
District 1	$14.70	$1.66
District 2	$11.00	$2.19
District 3	$13.68	$2.19
District 4	$14.70	$2.19
District 5	$14.70	$2.19
District 6	$15.40	$8.12
District 7	$15.40	$8.12
District 8	$15.40	$8.12
District 9	$15.40	$8.12
District 10	$15.40	$8.12

SECURITY GUARDS, (Unarmed)

	Wage	Benefit
District 1	$11.54	$2.75
District 2	$15.79	$4.04
District 3	$ 8.50	$4.23
District 4	$11.14	$4.33
District 5	$10.25	$4.90
District 6	$10.14	$4.92
District 7	$10.28	$4.92
District 8	$10.00	$4.23
District 9	$10.16	$4.23
District 10	$10.17	$4.23

FIRE PROTECTION

FIRE MARSHALLS

No Rate Established

FIREFIGHTERS, (Wildlands)

	Wage	Benefit
District 1	$18.62	$10.20
District 2	$26.87	$11.00
District 3	$18.74	$ 8.72
District 4	$18.62	$10.20
District 5	$18.65	$ 9.87
District 6	$19.38	$ 7.51
District 7	$19.50	$ 7.30
District 8	$22.00	$ 7.61
District 9	$19.50	$ 7.30
District 10	$19.50	$ 7.30

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS

	Wage	Benefit
District 1	$14.47	$6.40
District 2	$14.48	$6.99
District 3	$12.85	$6.99
District 4	$15.46	$6.78
District 5	$13.45	$6.40
District 6	$12.93	$7.78
District 7	$14.69	$7.15
District 8	$18.97	$8.02
District 9	$14.00	$7.15
District 10	$11.50	$7.34

BUS DRIVERS, (School)

	Wage	Benefit
District 1	$16.92	$4.48
District 2	$13.63	$4.64
District 3	$16.01	$4.12
District 4	$14.31	$4.67
District 5	$13.04	$1.93
District 6	$12.50	$5.00
District 7	$17.22	$4.05
District 8	$16.23	$5.97
District 9	$16.78	$1.63
District 10	$16.39	$5.51

TRUCK DRIVERS, (Light or Delivery)

	Wage	Benefit
District 1	$13.10	$3.00
District 2	$ 9.50	$3.65
District 3	$13.25	$2.65
District 4	$15.80	$3.16
District 5	$15.51	$2.85
District 6	$15.35	$2.51
District 7	$14.68	$3.88
District 8	$14.84	$4.72
District 9	$15.52	$4.08
District 10	$18.00	$2.28

VAN DRIVERS, (Shuttle)

	Wage	Benefit
District 1	$10.97	$3.18
District 2	$12.39	$3.22
District 3	$ 9.92	$3.22
District 4	$15.80	$3.16
District 5	$12.41	$3.20
District 6	$ 9.00	$3.22
District 7	$12.58	$3.24
District 8	$10.00	$3.22
District 9	$14.20	$3.24
District 10	$12.39	$3.22

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

ADVANCED PRACTICE NURSES

	Wage	Benefit
District 1	$40.64	$ 3.88
District 2	$41.50	$10.67
District 3	$44.34	$10.12
District 4	$47.60	$ 9.03
District 5	$43.31	$ 7.73
District 6	$47.15	$ 9.27
District 7	$41.74	$ 8.20
District 8	$40.64	$ 8.92
District 9	$40.80	$ 8.21
District 10	$40.46	$ 8.92

Occupations Include:
Nurse Practitioners, Clinical Nurse Specialists, Nurse Anesthetists, and Nurse Midwives.

EMERGENCY MEDICAL TECHNICIANS

	Wage	Benefit
District 1	$11.91	$3.08
District 2	$12.16	$3.01
District 3	$13.58	$3.43
District 4	$12.31	$3.51
District 5	$14.49	$4.07
District 6	$20.34	$4.07
District 7	$20.22	$4.04
District 8	$20.65	$4.04
District 9	$19.99	$3.51
District 10	$14.15	$3.51

HOME HEALTH AIDES

	Wage	Benefit
District 1	$10.75	$2.97
District 2	$12.59	$2.22
District 3	$11.03	$2.90
District 4	$10.58	$3.46
District 5	$ 9.90	$3.35
District 6	$10.80	$3.89
District 7	$10.87	$3.99
District 8	$10.50	$4.62
District 9	$11.04	$4.35
District 10	$11.01	$4.45

LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	$17.25	$ 4.12
District 2	$17.07	$ 4.37
District 3	$18.54	$ 5.95
District 4	$17.95	$ 4.88
District 5	$16.66	$ 4.71
District 6	$18.25	$ 4.12
District 7	$17.27	$ 3.60
District 8	$18.54	$10.19
District 9	$19.43	$ 6.25
District 10	$18.81	$ 8.79

MEDICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	$19.61	$4.59
District 2	$17.92	$3.99
District 3	$16.41	$3.76
District 4	$21.34	$4.99
District 5	$20.26	$4.46
District 6	$19.98	$4.27
District 7	$21.31	$4.93
District 8	$21.22	$4.31
District 9	$19.46	$4.45
District 10	$20.51	$4.43

MEDICAL LABORATORY TECHNOLOGISTS

	Wage	Benefit
District 1	$25.03	$7.50
District 2	$22.00	$6.96
District 3	$27.58	$7.37
District 4	$27.32	$8.05
District 5	$26.40	$7.52
District 6	$25.66	$7.08
District 7	$27.24	$7.17
District 8	$28.38	$5.61
District 9	$25.54	$6.40
District 10	$27.55	$5.83

NURSES, (Community Health)

	Wage	Benefit
District 1	$23.12	$5.60
District 2	$23.75	$5.62
District 3	$23.32	$4.94
District 4	$23.18	$6.55
District 5	$22.52	$4.48
District 6	$23.74	$3.28
District 7	$25.27	$5.18
District 8	$26.26	$4.84
District 9	$25.65	$6.62
District 10	$25.94	$7.18

NURSES, (Office)

	Wage	Benefit
District 1	$19.97	$5.34
District 2	$21.74	$4.38
District 3	$21.24	$5.11
District 4	$24.77	$6.12
District 5	$21.59	$6.23
District 6	$22.32	$5.72
District 7	$21.85	$5.93
District 8	$22.40	$5.50
District 9	$19.03	$6.21
District 10	$21.36	$5.86

NURSING AIDES, ORDERLIES AND ATTENDANTS

	Wage	Benefit
District 1	$11.78	$3.14
District 2	$11.40	$2.93
District 3	$12.80	$4.64
District 4	$12.35	$3.42
District 5	$ 9.42	$1.96
District 6	$12.23	$4.21
District 7	$10.25	$3.60
District 8	$11.57	$6.26
District 9	$11.26	$4.11
District 10	$10.17	$1.45

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

PHYSICIAN ASSISTANTS

	Wage	Benefit
District 1	$41.92	$ 9.58
District 2	$39.47	$ 8.97
District 3	$46.49	$10.66
District 4	$42.57	$ 9.18
District 5	$44.19	$10.26
District 6	$40.38	$ 9.75
District 7	$41.44	$ 8.21
District 8	$41.17	$ 8.98
District 9	$43.11	$ 9.10
District 10	$41.29	$ 8.98

REGISTERED NURSES

	Wage	Benefit
District 1	$26.25	$ 6.58
District 2	$28.81	$ 7.11
District 3	$28.00	$ 7.55
District 4	$23.74	$ 4.90
District 5	$23.65	$ 6.00
District 6	$25.60	$ 4.55
District 7	$25.68	$ 3.60
District 8	$29.92	$11.37
District 9	$27.72	$ 7.16
District 10	$26.20	$ 7.79

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS

	Wage	Benefit
District 1	$11.29	$2.82
District 2	$11.88	$2.91
District 3	$11.00	$2.66
District 4	$11.32	$2.76
District 5	$15.00	$1.92
District 6	$11.76	$3.27
District 7	$12.55	$3.21
District 8	$13.09	$3.41
District 9	$13.18	$3.54
District 10	$15.78	$3.71

MAIL CARRIERS

	Wage	Benefit
District 1	$13.18	No Rate Established
District 2	$13.18	No Rate Established
District 3	$12.82	No Rate Established
District 4	$13.18	No Rate Established
District 5	$13.18	No Rate Established
District 6	$13.18	No Rate Established
District 7	$13.18	No Rate Established
District 8	$13.18	No Rate Established
District 9	$13.18	No Rate Established
District 10	$13.18	No Rate Established

MAIL SORTERS AND PROCESSORS

	Wage	Benefit
District 1	$11.06	$5.70
District 2	$10.85	$5.63
District 3	$11.03	$4.84
District 4	$10.89	$5.50
District 5	$10.71	$5.70
District 6	$10.66	$5.63
District 7	$10.85	$5.63
District 8	$10.81	$5.73
District 9	$11.02	$5.40
District 10	$10.85	$5.63

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)

	Wage	Benefit
District 1	$12.90	$4.72
District 2	$11.32	$3.53
District 3	$11.52	$4.36
District 4	$10.72	$4.36
District 5	$11.39	$4.14
District 6	$13.41	$4.72
District 7	$10.56	$4.27
District 8	$12.02	$5.17
District 9	$12.01	$3.87
District 10	$11.50	$5.55

COUNTER ATTENDANTS

	Wage	Benefit
District 1	$11.37	$2.42
District 2	$10.43	$2.42
District 3	$ 8.92	$2.31
District 4	$10.97	$3.70
District 5	$ 9.95	$2.35
District 6	$ 8.00	$2.24
District 7	$ 8.34	$2.49
District 8	$ 8.53	$2.49
District 9	$ 9.95	$2.63
District 10	$ 9.95	$2.49

DINING ROOM ATTENDANTS

	Wage	Benefit
District 1	$7.68	$3.50
District 2	$9.93	$3.50
District 3	$9.53	$3.50
District 4	$7.65	$3.94
District 5	$8.75	$3.50
District 6	$8.92	$3.50
District 7	$8.74	$3.50
District 8	$8.77	$3.50
District 9	$9.00	$3.94
District 10	$8.77	$3.50

FOOD PREPARATION WORKERS

	Wage	Benefit
District 1	$ 9.82	$3.29
District 2	$10.75	$2.69
District 3	$ 9.39	$3.08
District 4	$ 9.41	$3.59
District 5	$ 9.67	$2.46
District 6	$11.35	$3.75
District 7	$ 9.72	$3.37
District 8	$10.24	$4.85
District 9	$10.40	$3.30
District 10	$10.26	$3.64

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS

	Wage	Benefit
District 1	$17.22	$5.39
District 2	$18.97	$3.40
District 3	$18.10	$4.90
District 4	$16.15	$4.39
District 5	$15.97	$4.46
District 6	$20.32	$4.32
District 7	$18.92	$5.25
District 8	$19.63	$6.19
District 9	$24.18	$6.42
District 10	$24.43	$3.26

BUS AND TRUCK MECHANICS, (Diesel Engine)

	Wage	Benefit
District 1	$18.44	$5.58
District 2	$18.80	$5.11
District 3	$19.07	$4.93
District 4	$18.33	$6.80
District 5	$21.50	$6.21
District 6	$17.36	$5.20
District 7	$19.03	$6.27
District 8	$21.43	$4.67
District 9	$18.78	$6.49
District 10	$20.79	$5.15

CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	$18.55	$6.81
District 2	$19.59	$6.95
District 3	$20.28	$5.82
District 4	$17.85	$6.75
District 5	$18.92	$6.36
District 6	$21.66	$4.46
District 7	$19.10	$5.98
District 8	$21.94	$4.81
District 9	$18.41	$6.63
District 10	$19.29	$6.31

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

	Wage	Benefit
District 1	$20.00	$3.00
District 2	$19.71	$2.33
District 3	$19.50	$2.00
District 4	$20.00	$3.00
District 5	$18.38	$2.09
District 6	$15.00	$1.00
District 7	$18.38	$2.09
District 8	$19.50	$2.00
District 9	$20.00	$3.00
District 10	$19.71	$2.33

COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS

	Wage	Benefit
District 1	$15.62	$4.24
District 2	$13.89	$3.00
District 3	$16.28	$3.51
District 4	$16.54	$4.37
District 5	$19.00	$5.34
District 6	$16.54	$4.37
District 7	$18.96	$4.37
District 8	$16.54	$4.37
District 9	$16.54	$4.37
District 10	$16.54	$4.37

RADIO ENGINEER TECHNICIANS

No Rate Established

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #11**) is made and entered into between the Montana Department of Corrections (Department) 5 S. Last Chance Gulch., Helena, Montana 59601 and **Corrections Corporation of America** (Contractor) 10 Burton Hills boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION III

Duration

Subsection A shall be revised to read as follows:

A. The Operations and Management Contract has been extended from September 1, 2011 through June 30, 2012 and from July 1, 2012 through June 30, 2013. The parties may renew this Contract for three (3) additional two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The original contract term began September 1, 1999 and the total life of the Contract, including renewals, shall not go beyond June 30, 2019.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate **retroactive to September 1, 2011 and ending June 30, 2012 shall be $55.84** per inmate day for each MDOC inmate housed at the Facility and the Operations and Management per diem rate from July 1, 2012 to June 30, 2013 shall be $58.58 per inmate day for each MDOC inmate housed at the Facility. This rate will remain in effect until changed by mutual agreement. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the Facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment effective July 1, 2012 is contingent upon the continuation of the prevailing wage rates set forth in Appendix I to this Amendment. If the parties agree to renew this Contract pursuant to Section III.A, Appendix I shall be replaced with the prevailing wage rates as issued by the Commissioner of Labor and Industry and in effect on the date the contract renewal is signed. The parties agree to adjust the per diem rate to take the effective prevailing wage rates into consideration.

The MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two 48 bed blocks used for the USMS, before placing inmates in the 52 bed dorm.

SECTION VII

Responsibility for Habeas Corpus and Litigation Procedures

Subsection C is revised to read as follows:

C. The Department shall notify the Contractor of any litigation filed by Contractor's inmates and served upon the Department by complete fax copy or email within twenty-four hours of service upon or receipt by the Department, and Department shall also mail copies of such documentation to the Contractor within such 24 hour period. All such documents will be faxed and mailed to Steve Groom, Executive Vice President and General Counsel, Corrections Corporation of America, in Nashville, Tennessee.

SECTION XI

Prevailing Wage and Preferences

Subsection A is revised to read as follows:

A. Effective July 1, 2012, the Contractor agrees to pay the applicable standard prevailing rate of wages as determined by the Commissioner of Labor and Industry, State of Montana, and as published February 10, 2012, for work performed by Contractor's employees or the employees of Contractor's subcontractors. Appendix I contains the applicable Montana standard prevailing rate of wages, including fringe benefits, published February 10, 2012 and is incorporated herein by reference.

SECTION XIV

Personnel

Subsection B shall be revised to read as follows:

B. **Facility Staffing Pattern and Mandatory Posts** The Facility staffing pattern shall, at a minimum, include the positions listed in Appendix II A. (Facility Staffing Pattern) with all positions staffed by qualified employees. It is understood and agreed that from time to time a vacancy may occur in staff positions required by the staffing pattern. A vacancy in a position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position, and no other qualified person or employee is available to perform the duties of that position. Contractor shall notify the Department Contract Monitor in writing within three (3) working days after the date a position becomes vacant.

The Mandatory Post Rosters in Appendix II B and II C identify the posts that are considered mandatory. The Contractor shall provide 100% coverage of all mandatory posts in accordance with Appendices II B and II C. 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. Contractor may use overtime or similar methods of utilization of personnel to ensure coverage of mandatory posts. Daily Shift Reports that provide "by-name" assignments will identify mandatory post coverage.

Financial Penalty If any position is left vacant for more than sixty (60) days the Contractor will incur a financial penalty of twice (2X) the starting salary and benefits of the position, using the 365-day method, for every day the position remains vacant after the initial 60 days. The Department will reduce the monthly per diem payment by an amount that reflects the financial penalty. However, Contractor may, prior to the expiration of the sixty (60) day period, request that the Department grant an extension of thirty (30) days. The request for extension must include: 1) evidence that the Contractor has diligently advertised the vacant position, and 2) copies of all applications or resumes submitted for the vacancy. The Department may, at its sole discretion, grant one thirty (30) day extension. The Contractor will not be assessed a financial penalty for failing to timely fill a vacant non-security position if the Contractor continues to provide the service by contracting for the provision of the service and the Contractor continues to exercise due diligence in filling the position. Staff who is attending the initial training academy cannot be counted as staff in the staffing pattern for purposes of filling a vacancy. Daily Shift Reports will be utilized that provide "by-name" assignments to posts. The agreed upon Mandatory Post Rosters will include the staff who are on sick leave, annual leave, training, overtime or special post assignments. If the Contractor fails to staff any mandatory post, the Department may immediately reduce the monthly per diem payment based on twice (2X) the starting salary and benefits of the affected mandatory post, using the 365-day method, for each day the mandatory post is not covered. The Department may allow the Contractor to adjust the mandatory posts in the Mandatory Post Roster in proportion to the population level, security and programming needs as determined jointly by the Department and Contractor and agreed upon in writing.

SECTION XXXXVI

Contractor Compliance Assessment

Subsection C shall be revised to read as follows:

C. The Department's Contract Monitor will prepare a Notice of Non-Compliance which will identify each instance of non-compliance with this Contract. The Department will grant the Contractor a reasonable time, typically 60 days, to rectify the noncompliance. Notwithstanding the foregoing, in the event that the Contractor has previously been notified about a similar instance of non-compliance within the prior eighteen (18) months, the Contract Monitor may, in his or her sole discretion, assess a fine as provided for herein without providing the Contractor an opportunity to rectify the non-compliance.

Add the following new Subsection N:

This Section, including the Contractor Compliance Assessment Schedule in Appendix III, shall not apply in the event of a staffing vacancy or the failure to staff a mandatory post. Deductions for failure to staff a mandatory post shall only be applied pursuant to Section XIV.B. Personnel.

APPENDIX I

Appendix I shall be deleted in its entirety and replaced with the attached Appendix I, Commissioner of Labor and Industry prevailing wage schedule published February 10, 2012

APPENDIX II

Appendix II shall be deleted in its entirety and replaced with the attached Appendix II A., Crossroads Correctional center Staffing Pattern and Appendix II B and II C, Mandatory Post Rosters.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

7-26-12
Date

Brian Schweitzer, Governor
State of Montana

Date

CONTRACTOR

Natasha Metcalf, Vice President
Partnership Development
Corrections Corporation of America

8/30/12
Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

7/25/12
Date

Appendix I

MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2012

Effective: February 10, 2012

Brian Schweitzer, Governor
State of Montana

Keith Kelly, Commissioner
Department of Labor & Industry

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

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 201503
Helena, MT 59620-1503
Phone 406-444-5600
TDD 406-444-5549

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

MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the Internet at **www.mtwagehourbopa.com** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at **www.mtwagehourbopa.com** or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

KEITH KELLY
Commissioner
Department of Labor and Industry
State of Montana

Appendix I

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A. Date of Publication February 10, 2012

B. Definition of Nonconstruction Services Occupations

Section 18-2-401 (9)(a)-(9)(l), Montana Code Annotated defines "nonconstruction services" as *"work performed by an individual, not including management, office, or clerical work, for:*
(a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
(b) custodial or security services for publicly owned buildings and facilities;
(c) grounds maintenance for publicly owned property;
(d) the operation of public drinking water supply, waste collection, and waste disposal systems;
(e) law enforcement, including janitors and prison guards;
(f) fire protection;
(g) public or school transportation driving;
(h) nursing, nurse's aid services, and medical laboratory technician services;
(i) material and mail handling;
(j) food service and cooking;
(k) motor vehicle and construction equipment repair and servicing; and
(l) appliance and office machine repair and servicing."

C. Definition of Public Works Contract

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

Appendix I

D. Prevailing Wage Schedule
This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at **www.mtwagehourbopa.com** or by contacting the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549.

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

F. Wage Rate Adjustments for Multiyear Contracts
Section 18-2-417, Montana Code Annotated states:

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

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

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

G. Fringe Benefits
Section 18-2-412 of the Montana Code Annotated states:

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

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

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

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

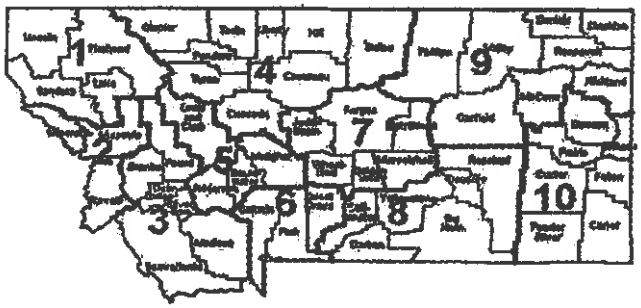
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income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

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

Appendix I

H. Per Diem
Per Diem typically covers the costs associated with board and lodging expenses and are paid when an employee is required to work at a location outside the daily commuting distance and is required to stay overnight or longer.

I. Prevailing Wage Districts
Montana counties are aggregated into 10 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:



J. Computing Travel Benefits
Travel pay, for the purposes of public works projects, shall be determined by measuring the road miles (one way) over the shortest practical maintained route from *the county courthouse of the designated city for each district or the employee's home, whichever is closer, to the center of the job.* Each city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 - Kalispell: includes Flathead, Lake, Lincoln, and Sanders Counties
District 2 - Missoula: includes Mineral, Missoula, and Ravalli Counties
District 3 - Butte: includes Beaverhead, Deer Lodge, Granite, Madison, Powell, and Silver Bow Counties
District 4 - Great Falls: includes Blaine, Cascade, Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties
District 5 - Helena: includes Broadwater, Jefferson, Lewis and Clark, and Meagher Counties
District 6 - Bozeman: includes Gallatin, Park, and Sweet Grass Counties
District 7 - Lewistown: includes Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, and Wheatland Counties
District 8 - Billings: includes Big Horn, Carbon, Rosebud, Stillwater, Treasure, and Yellowstone Counties
District 9 - Glasgow: includes Daniels, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan, and Valley Counties
District 10 - Miles City: includes Carter, Custer, Dawson, Fallon, Prairie, Powder River, and Wibaux Counties

When travel pay is applicable and is shown as an additional amount added to base pay, it means for hours worked on the project, not time spent traveling.

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

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

Appendix I

M. Employment Preference
Sections 18-2-403 and 18-2-409, Montana Code Annotated requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

N. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

BOILER OPERATORS
BUILDING INSPECTORS
DITCH RIDERS
ELEVATOR REPAIRERS
HIGHWAY MAINTENANCE WORKERS
JANITORS AND CLEANERS
STREET CLEANERS AND SWEEPERS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS
FOREST FUELS MITIGATION SAWYERS
FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS
TIMBER MARKERS
TREE PLANTERS
TREE TRIMMERS AND PRUNERS

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

BASIN OPERATORS
HAZARDOUS MATERIALS REMOVAL WORKERS
METER READERS
PUMP STATION OPERATORS
REFUSE AND RECYCLABLE COLLECTORS
SANITARY LANDFILL ATTENDANTS
SANITARY LANDFILL OPERATORS
SEWAGE DISPOSAL WORKERS
SEWER PIPE CLEANERS AND REPAIRERS
WASTEWATER TREATMENT PLANT ATTENDANTS
WASTEWATER TREATMENT PLANT OPERATORS
WATER TREATMENT PLANT OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS
BAILIFFS
CORRECTION AND DETENTION OFFICERS
DISPATCHERS
PARKING ENFORCEMENT OFFICERS
PROBATION OFFICERS
SECURITY GUARDS, (Armed)
SECURITY GUARDS, (Unarmed)

Appendix I

FIRE PROTECTION

FIRE MARSHALLS
FIREFIGHTERS, (Wildlands)

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS, (School)
BUS DRIVERS
TRUCK DRIVERS, (Light or Delivery)
VAN DRIVERS, (Shuttle)

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

ADVANCED PRACTICE NURSES
EMERGENCY MEDICAL TECHNICIANS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
MEDICAL LABORATORY TECHNICIANS
MEDICAL LABORATORY TECHNOLOGISTS
NURSES, (Community Health)
NURSES, (Office)
NURSING AIDES, ORDERLIES AND ATTENDANTS
PHYSICIAN ASSISTANTS
REGISTERED NURSES

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS
MAIL CARRIERS
MAIL SORTERS AND PROCESSORS

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)
COUNTER ATTENDANTS
DINING ROOM ATTENDANTS
FOOD PREPARATION WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS
BUS AND TRUCK MECHANICS, (Diesel Engines)
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS
COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS
RADIO ENGINEER TECHNICIANS

Appendix I

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES:

BASIN OPERATORS

No Rate Established

BOILER OPERATORS

	Wage	Benefit
District 1	$17.92	$8.70
District 2	$17.92	$8.70
District 3	$17.92	$8.70
District 4	$17.92	$8.70
District 5	$17.92	$8.70
District 6	$17.92	$8.70
District 7	$17.92	$8.70
District 8	$17.92	$8.70
District 9	$17.92	$8.70
District 10	$17.92	$8.70

BUILDING INSPECTORS

	Wage	Benefit
District 1	$17.52	$5.51
District 2	$17.52	$5.51
District 3	$17.52	$5.51
District 4	$17.52	$5.51
District 5	$17.11	$5.84
District 6	$17.52	$5.51
District 7	$17.79	$5.51
District 8	$17.52	$5.51
District 9	$17.52	$5.51
District 10	$17.52	$5.51

DITCH RIDERS

	Wage	Benefit
District 1	$13.90	$3.46
District 2	$14.09	$4.80
District 3	$11.25	$1.71
District 4	$12.07	$2.81
District 5	$13.34	$2.24
District 6	$14.03	$2.95
District 7	$14.18	$3.04
District 8	$14.24	$4.03
District 9	$15.19	$4.14
District 10	$12.78	$6.45

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ELEVATOR REPAIRERS

	Wage	Benefit
District 1	$45.39	$26.87
District 2	$45.39	$26.87
District 3	$45.39	$26.87
District 4	$45.39	$26.87
District 5	$45.39	$26.87
District 6	$45.39	$26.87
District 7	$45.39	$26.87
District 8	$45.39	$26.87
District 9	$45.39	$26.87
District 10	$45.39	$26.87

Travel:
All Districts
0-15 mi. free zone
>15-25 mi. $36.30/day
>25-35 mi. $72.59/day
>35 mi. $72.55/day

HIGHWAY MAINTENANCE WORKERS

	Wage	Benefit
District 1	$19.95	$6.16
District 2	$20.74	$6.04
District 3	$23.10	$6.93
District 4	$16.51	$6.63
District 5	$20.01	$6.07
District 6	$18.66	$8.36
District 7	$17.88	$6.15
District 8	$17.41	$1.23
District 9	$19.48	$6.62
District 10	$16.95	$4.36

Duties Include:
Patching pavement, repairing guard rails, clearing brush, and plowing snow. Maintains highways, municipal and rural roads, airport runways, and right-of-ways.

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JANITORS AND CLEANERS

	Wage	Benefit
District 1	$12.95	$4.21
District 2	$10.16	$4.06
District 3	$11.60	$3.56
District 4	$11.35	$4.02
District 5	$11.68	$3.81
District 6	$11.98	$3.53
District 7	$10.41	$2.48
District 8	$10.36	$3.95
District 9	$12.03	$4.50
District 10	$10.49	$2.80

Duties Include:
Heavy cleaning, routine maintenance, tending boiler or furnace, and removing debris or snow from sidewalks.

STREET CLEANERS AND SWEEPERS

	Wage	Benefit
District 1	$19.19	$5.18
District 2	$19.31	$5.32
District 3	$19.25	$4.47
District 4	$19.19	$5.18
District 5	$21.22	$5.09
District 6	$17.13	$5.29
District 7	$17.21	$5.75
District 8	$19.31	$5.32
District 9	$19.31	$5.32
District 10	$19.31	$5.32

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS

	Wage	Benefit
District 1	$13.51	$4.45
District 2	$12.11	$3.85
District 3	$ 8.00	$4.73
District 4	$10.77	$4.40
District 5	$11.40	$4.45
District 6	$10.33	$4.42
District 7	$14.22	$3.26
District 8	$10.56	$3.08
District 9	$11.81	$2.98
District 10	$13.02	$3.07

FOREST FUELS MITIGATION SAWYERS

No Rate Established

Appendix I

FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	$13.36	$3.50
District 2	$13.36	$3.50
District 3	$13.36	$3.50
District 4	$13.36	$3.50
District 5	$13.36	$3.50
District 6	$13.36	$3.50
District 7	$13.36	$3.50
District 8	$13.36	$3.50
District 9	$13.36	$3.50
District 10	$13.36	$3.50

LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	$12.92	$3.61
District 2	$11.18	$5.13
District 3	$ 8.00	$4.21
District 4	$11.48	$3.93
District 5	$11.37	$4.97
District 6	$13.45	$3.66
District 7	$10.71	$4.16
District 8	$11.66	$5.00
District 9	$ 9.25	$4.24
District 10	$12.74	$4.99

PEST CONTROL WORKERS

	Wage	Benefit
District 1	$12.80	$2.97
District 2	$12.94	$2.97
District 3	$11.65	$1.59
District 4	$12.94	$2.97
District 5	$11.44	$1.59
District 6	$10.50	$1.59
District 7	$13.28	$2.97
District 8	$13.04	$3.17
District 9	$12.94	$2.97
District 10	$12.94	$2.97

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PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS

	Wage	Benefit
District 1	$12.58	$1.77
District 2	$11.76	$0.96
District 3	$12.86	$0.91
District 4	$11.25	$2.14
District 5	$12.25	$1.72
District 6	$10.50	$1.59
District 7	$12.07	$2.89
District 8	$13.42	$2.60
District 9	$12.59	$3.97
District 10	$14.18	$3.37

TIMBER MARKERS

No Rate Established

TREE PLANTERS

No Rate Established

TREE TRIMMERS AND PRUNERS

	Wage	Benefit
District 1	$23.49	$7.60
District 2	$23.49	$7.60
District 3	$23.49	$7.60
District 4	$23.49	$7.60
District 5	$23.49	$7.60
District 6	$23.49	$7.60
District 7	$23.49	$7.60
District 8	$23.49	$7.60
District 9	$23.49	$7.60
District 10	$23.49	$7.60

Travel:
All Districts
0-25 mi. - free zone
>25-50 mi. - $20.00/day
>50 mi. - $60.00/day

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

HAZARDOUS MATERIALS REMOVAL WORKERS

No Rate Established

Appendix I

METER READERS

	Wage	Benefit
District 1	$16.36	$5.99
District 2	$16.25	$5.81
District 3	$16.06	$4.82
District 4	$16.10	$8.23
District 5	$19.28	$4.95
District 6	$17.79	$5.33
District 7	$16.80	$5.96
District 8	$15.89	$5.81
District 9	$16.40	$6.70
District 10	$16.25	$5.81

PUMP STATION OPERATORS

No Rate Established

REFUSE AND RECYCLABLE COLLECTORS

	Wage	Benefit
District 1	$18.00	$6.00
District 2	$17.56	$6.59
District 3	$17.43	$5.48
District 4	$16.05	$8.62
District 5	$19.14	$4.23
District 6	$16.86	$5.17
District 7	$15.88	$5.85
District 8	$16.83	$6.32
District 9	$14.79	$6.09
District 10	$15.76	$5.30

SANITARY LANDFILL ATTENDANTS

	Wage	Benefit
District 1	$14.48	$6.16
District 2	$14.76	$5.77
District 3	$14.31	$5.02
District 4	$13.81	$4.46
District 5	$14.08	$4.25
District 6	$14.42	$5.22
District 7	$14.01	$4.33
District 8	$13.23	$4.10
District 9	$14.19	$4.99
District 10	$14.19	$4.99

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SANITARY LANDFILL OPERATORS

	Wage	Benefit
District 1	$20.08	$5.06
District 2	$20.48	$5.59
District 3	$19.74	$5.61
District 4	$15.18	$6.12
District 5	$19.63	$4.97
District 6	$18.50	$5.61
District 7	$17.45	$5.76
District 8	$18.73	$5.34
District 9	$15.30	$5.72
District 10	$18.83	$5.63

SEWAGE DISPOSAL WORKERS

No Rate Established

SEWER PIPE CLEANERS AND REPAIRERS

	Wage	Benefit
District 1	$22.42	$5.03
District 2	$22.42	$5.03
District 3	$22.42	$5.03
District 4	$22.42	$5.03
District 5	$22.42	$5.03
District 6	$22.42	$5.03
District 7	$22.42	$5.03
District 8	$22.42	$5.03
District 9	$22.42	$5.03
District 10	$22.42	$5.03

WATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	$22.75	$6.35
District 2	$26.19	$6.48
District 3	$27.16	$6.93
District 4	$16.18	$7.11
District 5	$21.32	$5.09
District 6	$23.35	$6.19
District 7	$18.77	$6.03
District 8	$18.00	$5.63
District 9	$17.99	$6.64
District 10	$18.93	$5.63

WASTEWATER TREATMENT PLANT ATTENDANTS

No Rate Established

Appendix I

WASTEWATER TREATMENT PLANT OPERATORS

	Wage	Benefit
District 1	$13.88	$3.81
District 2	$21.71	$5.90
District 3	$27.16	$6.93
District 4	$22.24	$7.09
District 5	$22.40	$5.17
District 6	$23.65	$6.09
District 7	$21.17	$6.28
District 8	$18.00	$5.40
District 9	$20.64	$6.96
District 10	$18.00	$6.09

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

ANIMAL CONTROL OFFICERS

	Wage	Benefit
District 1	$16.53	$5.81
District 2	$15.14	$5.90
District 3	$16.30	$5.49
District 4	$16.09	$5.78
District 5	$16.06	$5.85
District 6	$16.75	$5.89
District 7	$16.46	$6.11
District 8	$16.29	$5.90
District 9	$15.68	$6.08
District 10	$16.06	$5.90

BAILIFFS

	Wage	Benefit
District 1	$15.32	$4.32
District 2	$15.32	$4.32
District 3	$15.32	$4.32
District 4	$15.32	$4.32
District 5	$15.32	$4.32
District 6	$15.32	$4.32
District 7	$15.32	$4.32
District 8	$15.32	$4.32
District 9	$15.32	$4.32
District 10	$15.32	$4.32

Appendix I

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	$16.64	$3.65
District 2	$12.82	$3.30
District 3	$11.89	$3.30
District 4	$14.67	$4.87
District 5	$14.96	$4.37
District 6	$15.77	$4.96
District 7	$15.09	$4.91
District 8	$15.30	$5.10
District 9	$13.74	$5.57
District 10	$15.37	$4.93

DISPATCHERS

	Wage	Benefit
District 1	$16.51	$4.80
District 2	$15.33	$7.30
District 3	$14.09	$4.13
District 4	$15.19	$5.20
District 5	$16.24	$3.94
District 6	$19.88	$4.24
District 7	$16.15	$4.54
District 8	$14.01	$2.53
District 9	$16.28	$6.58
District 10	$16.62	$4.20

PARKING ENFORCEMENT OFFICERS

	Wage	Benefit
District 1	$13.93	$5.62
District 2	$13.86	$5.85
District 3	$13.86	$5.85
District 4	$13.86	$5.85
District 5	$13.71	$5.14
District 6	$13.71	$5.14
District 7	$13.71	$5.14
District 8	$13.86	$5.85
District 9	$13.86	$5.85
District 10	$13.86	$5.85

PROBATION OFFICERS

No Rate Established

Appendix I

SECURITY GUARDS, (Armed)

	Wage	Benefit
District 1	$10.00	$1.00
District 2	$15.00	$1.00
District 3	$12.13	$1.00
District 4	$10.00	$1.00
District 5	$10.22	$1.00
District 6	$12.13	$1.00
District 7	$12.13	$1.00
District 8	$12.13	$1.00
District 9	$12.13	$1.00
District 10	$12.13	$1.00

SECURITY GUARDS, (Unarmed)

	Wage	Benefit
District 1	$ 9.00	$1.00
District 2	$14.99	$3.75
District 3	$ 9.91	$2.20
District 4	$ 8.95	$1.00
District 5	$10.01	$1.10
District 6	$13.50	$1.40
District 7	$10.89	$1.37
District 8	$10.69	$1.36
District 9	$10.69	$1.36
District 10	$10.69	$1.36

FIRE PROTECTION

FIRE MARSHALLS

No Rate Established

FIREFIGHTERS, (Wildlands)

	Wage	Benefit
District 1	$15.30	$5.48
District 2	$10.54	$3.35
District 3	$22.78	$7.80
District 4	$21.76	$8.55
District 5	$21.93	$8.22
District 6	$20.23	$7.67
District 7	$19.89	$8.35
District 8	$17.98	$5.47
District 9	$20.09	$8.35
District 10	$17.98	$5.47

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS

	Wage	Benefit
District 1	$14.05	$5.60
District 2	$15.33	$5.42
District 3	$13.50	$4.50
District 4	$15.46	$6.35
District 5	$13.78	$4.46
District 6	$12.50	$4.35
District 7	$13.76	$5.46
District 8	$15.00	$4.54
District 9	$13.20	$6.00
District 10	$13.12	$4.00

BUS DRIVERS, (School)

	Wage	Benefit
District 1	$14.99	$5.52
District 2	$15.44	$4.79
District 3	$13.16	$3.53
District 4	$14.90	$4.23
District 5	$14.36	$3.79
District 6	$15.03	$5.85
District 7	$12.31	$1.88
District 8	$14.07	$3.46
District 9	$14.04	$7.17
District 10	$16.60	$5.23

TRUCK DRIVERS, (Light or Delivery)

	Wage	Benefit
District 1	$15.00	$4.65
District 2	$19.61	$4.80
District 3	$ 9.50	$6.00
District 4	$15.45	$3.16
District 5	$12.94	$4.55
District 6	$16.48	$4.10
District 7	$15.71	$4.78
District 8	$16.84	$7.80
District 9	$16.10	$4.65
District 10	$11.00	$2.63

Appendix I

VAN DRIVERS, (Shuttle)

	Wage	Benefit
District 1	$12.02	$3.02
District 2	$11.02	$3.15
District 3	$10.50	$3.15
District 4	$12.36	$2.77
District 5	$12.00	$3.30
District 6	$10.00	$3.15
District 7	$10.96	$3.30
District 8	$10.29	$3.47
District 9	$12.05	$2.95
District 10	$11.02	$3.15

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

ADVANCED PRACTICE NURSES

	Wage	Benefit
District 1	$34.68	$12.00
District 2	$40.91	$10.23
District 3	$41.05	$ 5.17
District 4	$41.27	$ 8.86
District 5	$38.88	$ 7.65
District 6	$40.04	$ 5.85
District 7	$39.34	$ 7.99
District 8	$38.62	$ 8.54
District 9	$39.27	$ 8.49
District 10	$38.98	$ 8.54

Occupations Include:
Nurse Practitioners, Clinical Nurse Specialists, Nurse Anesthetists, and Nurse Midwives.

EMERGENCY MEDICAL TECHNICIANS

	Wage	Benefit
District 1	$13.80	$3.17
District 2	$12.02	$3.01
District 3	$12.95	$3.17
District 4	$13.98	$3.04
District 5	$13.71	$3.04
District 6	$13.03	$3.04
District 7	$17.49	$3.04
District 8	$12.90	$2.64
District 9	$13.28	$2.64
District 10	$10.00	$2.64

Appendix I

HOME HEALTH AIDES

	Wage	Benefit
District 1	$14.96	$2.21
District 2	$11.10	$2.38
District 3	$ 9.51	$2.90
District 4	$ 8.50	$2.13
District 5	$ 8.91	$2.21
District 6	$10.79	$3.21
District 7	$ 8.95	$2.31
District 8	$11.55	$3.47
District 9	$ 8.96	$2.33
District 10	$12.48	$3.13

LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	$17.70	$4.36
District 2	$17.48	$4.37
District 3	$17.06	$5.36
District 4	$17.79	$4.32
District 5	$16.37	$5.14
District 6	$18.04	$3.55
District 7	$17.94	$4.08
District 8	$18.24	$4.01
District 9	$17.84	$4.20
District 10	$18.55	$4.07

MEDICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	$19.36	$6.07
District 2	$18.88	$7.09
District 3	$19.10	$6.43
District 4	$18.96	$5.56
District 5	$20.22	$5.39
District 6	$18.49	$5.53
District 7	$18.04	$4.60
District 8	$17.12	$4.75
District 9	$17.53	$4.24
District 10	$16.37	$4.36

Appendix I

MEDICAL LABORATORY TECHNOLOGISTS

	Wage	Benefit
District 1	$24.06	$7.22
District 2	$26.35	$6.59
District 3	$25.63	$6.69
District 4	$24.91	$6.56
District 5	$25.31	$6.77
District 6	$25.62	$6.75
District 7	$26.55	$6.34
District 8	$28.15	$5.82
District 9	$24.03	$7.74
District 10	$27.20	$5.98

NURSES, (Community Health)

	Wage	Benefit
District 1	$25.50	$6.50
District 2	$24.74	$6.31
District 3	$24.19	$4.88
District 4	$23.46	$5.70
District 5	$24.57	$4.72
District 6	$22.55	$3.82
District 7	$23.72	$5.92
District 8	$26.33	$7.90
District 9	$21.31	$7.70
District 10	$24.57	$7.84

NURSES, (Office)

	Wage	Benefit
District 1	$22.15	$6.40
District 2	$28.47	$7.12
District 3	$24.80	$6.77
District 4	$29.25	$4.83
District 5	$24.00	$6.37
District 6	$23.85	$7.05
District 7	$24.88	$6.70
District 8	$24.46	$6.09
District 9	$29.00	$7.20
District 10	$25.93	$6.57

Appendix I

NURSING AIDES, ORDERLIES AND ATTENDANTS

	Wage	Benefit
District 1	$11.45	$2.75
District 2	$10.01	$2.72
District 3	$10.62	$5.19
District 4	$11.72	$3.96
District 5	$11.93	$5.38
District 6	$11.76	$3.08
District 7	$11.59	$2.00
District 8	$11.70	$2.52
District 9	$10.84	$3.75
District 10	$12.17	$2.78

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

PHYSICIAN ASSISTANTS

	Wage	Benefit
District 1	$40.63	$12.00
District 2	$38.82	$ 9.71
District 3	$39.66	$ 6.72
District 4	$42.17	$ 9.76
District 5	$41.16	$ 9.59
District 6	$40.15	$10.29
District 7	$42.03	$ 8.86
District 8	$42.07	$ 8.60
District 9	$38.02	$ 9.22
District 10	$47.27	$ 8.57

REGISTERED NURSES

	Wage	Benefit
District 1	$25.43	$7.11
District 2	$28.79	$7.20
District 3	$23.58	$5.03
District 4	$23.07	$4.80
District 5	$23.57	$6.63
District 6	$27.77	$6.94
District 7	$21.53	$2.00
District 8	$30.22	$6.22
District 9	$26.59	$7.18
District 10	$23.88	$5.22

Appendix I

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK AND MATERIAL HANDLERS

	Wage	Benefit
District 1	$12.83	$3.66
District 2	$13.88	$3.92
District 3	$14.47	$7.41
District 4	$13.98	$4.16
District 5	$13.75	$5.83
District 6	$13.90	$4.30
District 7	$14.46	$5.06
District 8	$15.78	$4.78
District 9	$15.13	$4.61
District 10	$15.56	$4.75

MAIL CARRIERS

	Wage	Benefit
District 1	$11.93	$6.26
District 2	$11.73	$6.59
District 3	$11.73	$6.59
District 4	$11.58	$5.46
District 5	$11.58	$5.46
District 6	$11.58	$5.46
District 7	$11.58	$5.46
District 8	$11.58	$5.46
District 9	$11.58	$5.46
District 10	$11.58	$5.46

MAIL SORTERS AND PROCESSORS

	Wage	Benefit
District 1	$11.13	$5.00
District 2	$11.42	$5.00
District 3	$11.59	$5.00
District 4	$10.76	$5.00
District 5	$11.16	$5.00
District 6	$12.33	$5.00
District 7	$11.77	$5.00
District 8	$11.42	$5.00
District 9	$11.42	$5.00
District 10	$11.42	$5.00

Appendix I

FOOD SERVICE AND COOKING

COOKS, (Institution and Cafeteria)

	Wage	Benefit
District 1	$11.38	$3.84
District 2	$11.05	$4.19
District 3	$11.60	$5.04
District 4	$12.72	$5.20
District 5	$10.87	$4.86
District 6	$13.35	$3.98
District 7	$12.13	$3.88
District 8	$12.44	$4.61
District 9	$11.65	$4.19
District 10	$11.80	$4.86

COUNTER ATTENDANTS

	Wage	Benefit
District 1	$ 9.41	$3.65
District 2	$ 8.55	$3.41
District 3	$ 7.55	$3.29
District 4	$11.32	$3.89
District 5	$ 9.41	$3.65
District 6	$ 9.23	$3.75
District 7	$10.87	$4.04
District 8	$10.06	$4.43
District 9	$10.20	$4.15
District 10	$ 9.30	$4.08

DINING ROOM ATTENDANTS

	Wage	Benefit
District 1	$11.14	$2.18
District 2	$ 8.30	$2.61
District 3	$ 8.33	$2.00
District 4	$11.24	$4.37
District 5	$ 8.24	$4.56
District 6	$11.69	$3.25
District 7	$ 8.00	$2.00
District 8	$ 8.74	$2.59
District 9	$ 7.96	$2.20
District 10	$ 8.43	$2.54

Appendix I

FOOD PREPARATION WORKERS

	Wage	Benefit
District 1	$ 9.50	$2.81
District 2	$10.64	$2.66
District 3	$ 9.67	$3.38
District 4	$ 9.69	$3.50
District 5	$10.17	$3.30
District 6	$10.66	$3.60
District 7	$ 8.76	$2.00
District 8	$ 9.04	$3.26
District 9	$ 8.86	$4.27
District 10	$ 9.74	$2.00

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANICS

	Wage	Benefit
District 1	$17.75	$3.32
District 2	$18.99	$2.37
District 3	$17.49	$4.41
District 4	$15.06	$3.00
District 5	$20.80	$5.06
District 6	$20.17	$4.57
District 7	$21.00	$4.13
District 8	$18.22	$5.00
District 9	$19.87	$3.55
District 10	$17.75	$4.47

BUS AND TRUCK MECHANICS, (Diesel Engine)

	Wage	Benefit
District 1	$18.43	$4.71
District 2	$21.73	$5.81
District 3	$17.72	$3.15
District 4	$16.56	$5.20
District 5	$18.45	$4.90
District 6	$18.90	$4.91
District 7	$18.88	$5.29
District 8	$22.01	$7.27
District 9	$19.37	$5.65
District 10	$21.77	$6.46

Appendix I

CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	$18.09	$6.43
District 2	$18.70	$6.03
District 3	$20.66	$5.43
District 4	$16.08	$7.11
District 5	$20.80	$5.06
District 6	$21.08	$4.23
District 7	$18.46	$5.97
District 8	$20.54	$4.82
District 9	$16.48	$6.70
District 10	$18.70	$6.03

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE SERVICE TECHNICIANS

	Wage	Benefit
District 1	$17.47	$2.64
District 2	$18.67	$2.24
District 3	$17.88	$2.00
District 4	$16.39	$2.91
District 5	$18.10	$2.38
District 6	$17.20	$2.00
District 7	$18.97	$2.25
District 8	$21.69	$2.00
District 9	$19.27	$2.32
District 10	$21.15	$2.00

COMPUTER, AUTOMATED TELLER AND OFFICE MACHINE REPAIRERS

	Wage	Benefit
District 1	$17.89	$4.02
District 2	$15.85	$2.50
District 3	$18.03	$3.94
District 4	$20.33	$6.05
District 5	$20.63	$5.84
District 6	$19.57	$5.87
District 7	$19.82	$5.98
District 8	$17.94	$5.39
District 9	$19.71	$6.02
District 10	$19.28	$5.83

RADIO ENGINEER TECHNICIANS

No Rate Established

Appendix II A

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

PROPOSED REVISED CONTRACT
Staffing Pattern

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	13.00
SECURITY/OPERATIONS	54.00
UNIT MANAGEMENT	59.40
MAINTENANCE	4.00
SERVICES	3.00
PROGRAMS	9.00
HEALTH SERVICES	15.60
EDUCATION	10.00
TOTAL	**168.00**

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Manager, Operations Finance	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Investigator / STG Coordinator	1	0	0	5	1.00	1.00
Grievance Coordinator	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mailroom Clerk	1	0	0	5	1.00	1.00
Administrative Clerk-Payroll/Master Scheduler	2	0	0	5	1.00	2.00
TOTAL						**13.00**

SECURITY/OPERATIONS 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Security	1	0	0	5	1.00	1.00
* Visitation Officer	2	0	0	2	1.00	2.00
* Work Detail Officer	1	0	0	5	1.00	1.00
* Laundry Officer	0	1	0	5	1.20	1.00
* Utility / Education Officer	1	0	0	5	1.20	1.00
* Armory/Key Control Officer	1	0	0	5	1.00	1.00
* Transportation Officer	2	0	0	5	1.20	2.00
Utility / Recreation Officer - Segregation	1	0	0	5	1.20	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
SECURITY/OPERATIONS 12-HOUR SHIFTS	**1ST SHIFT**	**2ND SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
Shift Supervisor	1	1		7	2.20	5.00
Assistant Shift Supervisor	1	1		7	2.20	5.00
* Front Lobby Officer	1	0		7	2.20	2.20
* Central Control Officer	2	1		7	2.20	6.60
* Perimeter Patrol (Mobile) Officer	1	1		7	2.20	4.40
* Recreation Officer	2	0		7	2.20	4.40
* Utility/Search & Escort Officer	2	2		7	2.20	8.80
* Medical Officer	1	1		7	2.20	4.40

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

PROPOSED REVISED CONTRACT
Staffing Pattern

* Kitchen Officer	1	0		7	2.20	2.20
TOTAL	**12**	**7**				**54.00**

UNIT MANAGEMENT 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Unit Management	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Records Clerk	1	0	0	5	1.00	1.00
Unit Manager	2	0	0	5	1.00	2.00
Case Manager	2	2	0	5	1.00	4.00
Correctional Counselor	2	0	0	5	1.00	2.00
UNIT MANAGEMENT 12-HOUR SHIFTS	**1ST SHIFT**	**2ND SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
UNIT MANAGEMENT #1 (256-Bed Cellblock / 52-Bed Dorm / 48-Bed Segregation)						
SCO	1	1		7	2.20	4.40
* Housing Officer	3	3		7	2.20	13.20
* Housing Officer- Segregation	1	1		7	2.20	4.40
UNIT MANAGEMENT #2 (256-Bed Cellblock / 96-Bed Cellblock - USMS)						
SCO	1	1		7	2.20	4.40
* Housing Officer	5	5		7	2.20	22.00
TOTAL	**11**	**11**				**59.40**

MAINTENANCE	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	3	0	0	5	1.00	3.00
TOTAL						**4.00**

SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warehouse Manager	1	0	0	5	1.00	1.00
Warehouse/Commissary Worker	2	0	0	5	1.00	2.00
** Food Service Manager	1	0	0	5	1.00	*Contract*
** Food Service Supervisor	1	1	0	7	1.40	*Contract*
TOTAL						**3.00**

PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Classification Supervisor	1	0	0	5	1.00	1.00
Addictions Treatment Manager	1	0	0	5	1.00	1.00
Addictions Treatment Counselor	1	0	0	5	1.00	1.00
Recreation Supervisor	1	0	0	5	1.00	1.00
Recreation Coordinator (Arts & Crafts)	1	0	0	5	1.00	1.00
Chaplain	1	0	0	5	1.00	1.00
Administrative Clerk - ATU	1	0	0	5	1.00	1.00
Administrative Clerk	2	0	0	5	1.00	2.00
TOTAL						**9.00**

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

PROPOSED REVISED CONTRACT
Staffing Pattern

HEALTH SERVICES 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Health Services Administrator	1	0	0	5	1.00	1.00
Dental Hygienist, Part-Time	1	0	0	5	0.60	0.60
RN	1	0	0	5	1.00	1.00

CROSSROADS CORRECTIONAL CENTER

Shelby, Montana

660 Male Beds (564 MT / 96 USMS)

PROPOSED REVISED CONTRACT

Staffing Pattern

HEALTH SERVICES 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
RN, Part-Time****	2	1	0	5	1.00	*PRN*
LPN, Part-Time****	1	1	0	5	1.00	*PRN*
Licensed Clinical Social Worker	1	0	0	5	1.00	1.00
Mental Health Coordinator	1	0	0	5	1.00	1.00
Medical Records Clerk	1	1	0	5	1.00	2.00
** Physician	CONTRACT / 4 HOURS PER WEEK					
** ARNP/PA	CONTRACT / 20 HOURS PER WEEK					
** Dentist	CONTRACT / 32 HOURS PER WEEK					
** Dental Assistant	CONTRACT / 32 HOURS PER WEEK					
** Psychiatrist	CONTRACT / 8 HOURS PER WEEK					
** Optometrist	CONTRACT / 8 HOURS PER WEEK					

HEALTH SERVICES 12-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
RN	1	1	7	2.20	4.00
RN, Part-Time	1	0	7	0.50	0.50
LPN	1	1	7	2.20	4.00
LPN, Part-Time	0	1	7	0.50	0.50
TOTAL					15.50

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Principal	1	0	0	5	1.00	1.00
Instructor Supervisor	1	0	0	5	1.00	1.00
Academic Instructor	4	0	0	5	1.00	4.00
Vocational Instructor	2	0	0	5	1.00	2.00
Library Aide	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
** Librarian	CONTRACT / PRN					
TOTAL						10.00

CROSSROADS660-05/24/12

** Post positions included in the Correctional Officer job classification.*

*** Positions hired on a contractual or fee basis for services rendered.*

***** Positions not funded in budget - only to be used when savings are accrued from turnover and vacancies.*

CROSSROADS CORRECTIONAL CENTER: DAY SHIFT ROSTER: 0700-1900

* Indicates Mandatory Post
28 Mandatory C/O Posts Mon-Fri
26 Mandatory C/O Posts: Sat-Sun

Correction Officers Posts	Staff Assigned
*Shift Supervisor	
*Asst. Shift Supervisor	
*Central Control Officer	
*Central Control Officer (Mon-Fri)	
*Housing SCO (D-Wing)	
*Housing Officer (D-Wing)	
*Housing SCO (E-Wing)	
*Housing Officer (E-Wing)	
*Housing Officer (H-Pod)	
*Housing Officer (J-Pod)	
*Housing Officer (S-Dorm)	
*Kitchen Officer	
*Lobby Officer	
*Medical Officer	
*Perimeter Officer	
*Pod Control (E-Wing)	
*Pod Control Officer (D-Wing)	
*Recreation Officer	
*Recreation Officer	
*Segregation Officer	
*Transport Officer	
*Transport Officer	
*Utility Officer	
*Utility Officer	
*Utility/Segregation Officer	
*Tool/Key/Armory Officer (5 days coverage)	
*Laundry Officer (5 days coverage)	
*Education Officer (5 days coverage)	
*Visitation Officer (Sat/Sun only)	
*Visitation Officer (Sat/Sun only)	

E.R.T. Positions & Staff Assigned
Team Leader:
Fire Ext:
E. Keys / Eq.:
Video Camera:
Flash. / C.P.R.:

STAFF ASSIGNED TO CARD	STAFF ASSIGNED TO CARD	OVERTIME STAFF ASSIGNED

STAFF ABSENT	EXCUSED/UNEXCUSED

This form has been approved to comply with MDOC Contractual Obligations: _____

CROSSROADS CORRECTIONAL CENTER: NIGHT SHIFT ROSTER: 1900-0700

* Indicates Mandatory Post
16 Mandatory C O Posts Mon-Sun

Correction Officers Posts	Staff Assigned
*Shift Supervisor	
*Asst. Shift Supervisor	
*Central Control Officer	
*Housing Officer (H-Pod)	
*Housing Officer (J-Pod)	
*Housing SCO (D-Wing)	
*Housing Officer (D-Wing)	
*Housing SCO (E-Wing)	
*Housing Officer (E-Wing)	
*Housing Officer S-Dorm)	
*Medical Officer - Until 9:00pm	
*Perimeter Officer	
*Pod Control (E-Wing)	
*Pod Control Officer (D-Wing)	
*Segregation Officer	
*Utility/Lobby Officer	
*Utility Officer	
*Utility/Segregation/Kitchen Officer	

E.R.T. Positions & Staff Assigned
Team Leader:
Fire Ext:
E. Keys / Eq.:
Video Camera:
Flash. / C.P.R.:

STAFF ASSIGNED TO CARD	STAFF ASSIGNED TO CARD	OVERTIME STAFF ASSIGNED

STAFF ABSENT	EXCUSED/UNEXCUSED

This form has been approved to comply with MDOC Contractual Obligations: _____

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #10**) is made and entered into between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION I

Contract Terms

This section is revised by the addition of the following:

MDOC and MSP Policies and Procedures; means the list of policies and procedures of the Department and Montana State Prison that Contractor shall adopt or substantially comply with as specified on Attachment A to this Amendment.

SECTION III

Duration

Subsection A shall be revised to read as follows:

A. The Operations and Management Contract has been extended through August 31, 2011. The parties may renew this Contract for four (4) [additional] two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The original contract term began September 1, 1999 and the total life of the Contract, including renewals, shall not go beyond August 31, 2019.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate **retroactive to September 1, 2009 and ending August 31, 2011 shall be $54.84** per inmate day for each MDOC inmate housed at the Facility. This rate will remain in effect until changed by mutual agreement. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the Facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

The MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two 48 bed blocks used for the USMS, before placing inmates in the 52 bed dorm.

SECTION XII

Facility Administration

Subsection B shall be revised to read as follows:

B. The Contractor shall have a policy and procedure manual pre-approved by the Department which specifically describes the programs and services it offers. The policy manual shall be reviewed annually by the Contractor and updated when necessary. All revisions to the manual must be submitted to the Department for review and approval prior to implementation. The Department will review and provide approval or comments within 30 days of receipt of revisions to the manual. Contractor may utilize its own procedures for policy implementation. The manual must be accessible to all employees and all revisions must be circulated to all employees prior to implementation. To encourage consistent inmate management and treatment, the Contractor shall adopt or substantially comply with the MDOC and MSP Policies and Procedures as specified on Attachment A to this Amendment. If there is a conflict between Attachment A and any other contract term, Attachment A shall prevail.

APPENDIX II – POSITION ROSTER

Appendix II is replaced in its entirety, as per the attached.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

2·19·10
Date

Brian Schweitzer, Governor
State of Montana

July 29, 2010
Date

CONTRACTOR

Natasha Metcalf, Vice President
~~Customer Contracts~~ Partnership Development
Corrections Corporation of America

7/1/10
Date

Approved for Legal Content by:

Diana Koch
Chief General Counsel
Montana Department of Corrections

2/17/10
Date

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
600 Male Beds (504 MT / 96 USMS)

CONTRACT AMENDMENT

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	70.00
UNIT MANAGEMENT	53.60
MAINTENANCE	4.00
SERVICES	3.00
PROGRAMS	12.00
HEALTH SERVICES	13.60
EDUCATION	10.00
TOTAL	176.20

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Manager, Operations Finance	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mailroom Clerk	1	0	0	5	1.00	1.00
Administrative Clerk-Payroll/Master Scheduler	1	0	0	5	1.00	1.00
TOTAL						10.00

SECURITY/OPERATIONS 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Security	1	0	0	5	1.00	1.00
SCO - STG / Investigative Officer	1	0	0	5	1.00	1.00
* Grievance Officer	1	0	0	5	1.00	1.00
* Visitation Officer	2	0	0	5	1.20	3.00
* Work Detail Officer	2	0	0	5	1.00	2.00
* Laundry Officer	1	0	0	5	1.20	1.00
* Education Officer	1	0	0	5	1.20	1.00
* Armory/Key Control Officer	0	1	0	5	1.00	1.00
* Front Lobby Officer	1	1	0	7	1.72	3.00
* Correctional Officer, Part-Time	1	1	0	5	0.50	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
SECURITY/OPERATIONS 12-HOUR SHIFTS	**7 AM SHIFT**	**7 PM SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
Shift Supervisor	1	1		7	2.20	5.00
Assistant Shift Supervisor	1	1		7	2.20	5.00
* Central Control Officer	2	1		7	2.20	6.60
* Perimeter Patrol (Mobile) Officer	1	1		7	2.20	4.40
* Recreation Officer	2	0		7	2.20	4.40
* Utility/Search & Escort Officer	2	2		7	2.20	8.80
* Utility/Segregation Officer	1	1		7	2.20	4.40
* Segregation Officer	1	1		7	2.20	4.40
* Medical Officer	1	1		7	2.20	4.40

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
660 Male Beds (564 MT / 96 USMS)

CONTRACT AMENDMENT

SECURITY/OPERATIONS 12-HOUR SHIFTS	7 AM SHIFT	7 PM SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
* Transportation Officer	2	0	7	2.20	4.40
* Kitchen Officer	1	0	7	2.20	2.20
TOTAL	15	5			70.00

UNIT MANAGEMENT 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Unit Management	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Records Clerk	1	0	0	5	1.00	1.00
Unit Manager	2	0	0	5	1.00	2.00
Case Manager	4	0	0	5	1.00	4.00
Correctional Counselor	4	1	0	5	1.00	5.00

UNIT MANAGEMENT 12-HOUR SHIFTS	7 AM SHIFT	7 PM SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
UNIT MANAGEMENT #1 (256-Bed Cellblock / 52-Bed Dorm)					
* Housing Officer	4	4	7	2.20	17.60
UNIT MANAGEMENT #2 (256-Bed Cellblock / 96-Bed Cellblock - USMS)					
* Housing Officer	5	5	7	2.20	22.00
TOTAL	9	9			53.60

MAINTENANCE	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	3	0	0	5	1.00	3.00
TOTAL						4.00

SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warehouse Manager	1	0	0	5	1.00	1.00
*** Warehouse/Commissary Worker	2	0	0	5	1.00	2.00
** Food Service Manager	1	0	0	5	1.00	*Contract*
** Food Service Supervisor	1	1	0	7	1.40	*Contract*
TOTAL						3.00

PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Classification Supervisor	1	0	0	5	1.00	1.00
Licensed Clinical Social Worker	1	0	0	5	1.00	1.00
Mental Health Coordinator	1	0	0	5	1.00	1.00
Addictions Treatment Manager	1	0	0	5	1.00	1.00
Addictions Treatment Counselor	1	0	0	5	1.00	1.00
Recreation Supervisor	1	0	0	5	1.00	1.00
Recreation Coordinator (Arts & Crafts)	1	0	0	5	1.00	1.00
Chaplain	1	0	0	5	1.00	1.00
Administrative Clerk - ATU	1	0	0	5	1.00	1.00
Administrative Clerk	3	0	0	5	1.00	3.00
** Contract Attorney			CONTRACT / PRN			

TOTAL	12.00

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
660 Male Beds (564 MT / 96 USMS)

CONTRACT AMENDMENT

Health Services 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Health Services Administrator	1	0	0	5	1.00	1.00
Dental Hygienist	1	0	0	5	0.60	0.60
RN	1	0	0	5	1.00	1.00
Medical Records Clerk	1	1	0	5	1.00	2.00
** Physician (CMA)	CONTRACT / 4 HOURS PER WEEK					
** ARNP/PA (CMA)	CONTRACT / 20 HOURS PER WEEK					
** Dentist (CDA)	CONTRACT / 32 HOURS PER WEEK					
** Dental Assistant	CONTRACT / 32 HOURS PER WEEK					
** Psychiatrist (CMA)	CONTRACT / 8 HOURS PER WEEK					
** Optometrist	CONTRACT / 8 HOURS PER WEEK					

Health Services 12-HOUR SHIFTS	7 AM SHIFT	7 PM SHIFT		DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
RN	1	1		7	2.20	4.00
RN, Part-Time	1	0		7	0.50	0.50
LPN	1	1		7	2.20	4.00
LPN, Part-Time	0	1		7	0.50	0.50
TOTAL						13.60

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Principal	1	0	0	5	1.00	1.00
Instructor Supervisor	1	0	0	5	1.00	1.00
Academic Instructor	4	0	0	5	1.00	4.00
Vocational Instructor	2	0	0	5	1.00	2.00
Library Aide	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
** Librarian	CONTRACT / PRN					
TOTAL						10.00

CROSSROADS660-12HOUR-CONTRACT-06/22/10

* ***Post positions included in the Correctional Officer job classification.***

** ***Positions hired on a contractual or fee basis for services rendered.***

*** ***Salary and benefits reimbursed from commissary profits***

dentists that provides services exclusively to CCA correctional facilities.

ATTACHMENT A

Inventory of DOC & MSP Policies & Procedures that apply to Crossroads Correctional Center (CCC) Facility (8-26-09)

The policies and or procedures highlighted in yellow and underlined are policies and or procedures that must be adopted by the CCC facility. The other listed policies and or procedures must be substantially complied with as determined by the MDOC.

DOC Policies that apply to CCC facility

Chapter 1

1.1.6, Incident Reporting and Acting Director System
1.1.7, Compliance Monitoring
1.1.8, Media Relations
1.1.10, Department Facility/Program Tours

1.2.6, Offender Financial Transactions
1.2.10, Commissary/Canteen
1.2.12, Adult Offender Welfare Accounts

1.3.12, Staff Association and Conduct with Offenders
1.3.13, Staff Misconduct Investigations
1.3.14, Prison Rape Elimination Act (PREA)
1.3.15, Americans with Disabilities Act (ADA)
1.3.16, Volunteer Services
1.3.35, Blood-borne Pathogens Exposure Control Plan

1.4.1, Staff Development and Training
1.5.4, Transfer of Offender Records
1.5.5, Case Records Management
1.5.6, Offender Records Access and Release
1.5.7, Case Records Auditing
1.5.9, Reporting Requirements for Criminally Convicted Youth

1.7.1, Information Technology Services
1.7.3, Data Quality
1.7.5, Video Conferencing Services
1.7.6, Unlawful Use of Computers
1.7.7, Computer Security
1.7.9, Acceptable Use of IT Resources (applicable to State-owned equipment only)
1.7.13, Offender Access to Computers (applicable to State-owned equipment only)
1.7.14, Software Licenses (applicable to State-owned equipment only)

1.8.1, Victim Services
1.8.2, Victim-Offender Dialogue
1.8.3, Offender Accountability Letters

Chapter 2

2.2.1, Facility Design/Capacity
2.1.1, Facility Maintenance

Chapter 3

3.1.1, Management of the Security Program
3.1.2 RD, Facility Operations Manuals
3.1.3, Log and Record-keeping Systems (use of red ink is acceptable)
3.1.4 RD, Perimeter Security
3.1.5, Entrance Procedures and Containment of Non-offenders
3.1.6 RD, Control Center Operations
3.1.7 RD, Emergency Equipment & Armory Operations
3.1.8 RD, Use of Force & Restraints
3.1.10 Chemical agents
3.1.11, Offender Movement Control
3.1.12, Offender Escort and Transport
3.1.13, Key Control
3.1.15, Security Inspections
3.1.17, Searches and Contraband Control
3.1.19, Investigations
3.1.20, Offender Drug Testing Program
3.1.24 RD, Security Threat Group Identification & Management
3.1.26, Polygraph Tests for Offenders
3.1.28, Crime Scene and Physical Evidence Preservation
3.1.30, Offender Escorted Leave
3.1.34, Correctional Facility Staffing

3.2.10, Fire and Life Safety
3.2.11, Fire Response/Preparedness
3.2.12, Control and Use of Hazardous Materials
3.2.13, Safety Inspections

3.3.1, Legal Rights of Offenders
3.3.2, Offender Legal Access to Courts
3.3.3, Offender Grievance Program
3.3.4, Media Access to Offenders
3.3.5, Offender/Staff Communication Methods
3.3.6, Offender Mail
3.3.7, Offender Access to Telephones
3.3.8, Offender Visiting
3.3.9, Offender Marriages

3.4.1, Adult Institutional Discipline
3.4.2, Prohibited Acts
3.4.3, Tobacco Use Regulations

3.5.1, Locked Housing Unit Operations
3.5.3, Mental Health Cases in Locked Unit Status

3.5.4, Log Systems in Locked Housing Units
3.5.5, Behavior Management Plans

Chapter 4

4.1.1, Offender Admissions Process
4.1.2, Offender Reception & Orientation
4.1.3, Offender Personal Property
4.1.4, Indigent Status

4.2.1, Offender Classification System
4.2.2, Special Needs Offenders

4.3.1, General Food Service Operations
4.3.2, Menu Planning
4.3.4, Food Service in Special Housing Units

4.4.1, Offender Hygiene, Clothing, & Linen Supplies
4.4.2, Facility Sanitation & Pest Control

4.5.2, Responsible Health Authority
4.5.3, Medical Autonomy
4.5.4, Health Care Credentialing
4.5.5, Health Care Unit Policies and Procedures
4.5.6, Administrative Meetings and Reports

4.6.2 Facility Offender marriages

4.7.1, Medical Parole
4.7.5, Admission & Discharge Reporting System
4.7.6, Release and Transfer Procedures
4.7.7, Emergency Adult Detention Placements
4.7.8, Furlough Program
4.7.11, DOC Commitments
4.7.12, Probation Violation Prison Diversion
4.7.13, Conditional Release of DOC Commitments

Chapter 5

5.1.1, Offender Employment
5.1.2, Offender Pay
5.1.3, Adult Offender Participation in a Community Work Program
5.1.4, Forced Labor
5.1.6, Wild Land Fire Suppression Crews
5.2.2, MCE/Program Implementation Checklist
5.3.2, Library Services
5.4.1, Offender Treatment Programs
5.4.2 Incoming publications
5.4.3 Offender access to telephones
5.4.4 Offender visitation
5.5.2, Offender Organizations
5.5.3, Recreation Programs
5.5.4, Hobby Programs
5.6.1, Religious Programming

Inventory of MSP Operational procedures that apply to CCC facility as of 8-26-09

1.7.13, Offender access to computers
3.1.12, Inmate escort and transport
3.1.8A, Use of Chemical Agents & Oleoresin Capsicum (OC)
3.3.3. Inmate grievance program
3.4.1. Inmate discipline

4.1.3. Inmate property
4.1.3 Offender commissary canteen.
4.1.4. Indigent status
4.2.1. Inmate classification system
4.4.1 Inmate hygene, clothing
4.8.100, CPB operations

5.1.4, Forced labor
5.4.4, Inmate visiting
5.5.4, Hobby crafts program

The following policies are currently not applicable at CCC because the services, programs or devices that they govern are not used or performed at the facility. If the facility's scope of work changes in the future such that these policies are applicable, then CCC shall substantially comply with them:

3.1.32, Electronic Monitoring System
5.1.5, Offender Community Presentations
5.2.1, Correctional Enterprises

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT **(Amendment #9)** is made and entered into between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility or CCC) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate **retroactive to September 1, 2008 and ending August 31, 2009 shall be $53.76** per inmate day for each MDOC inmate housed at the Facility. Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect [from the originating jurisdiction] this daily use fee for all other inmates housed in this dorm or at the Facility and to credit said use fee toward Facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

MDOC will use 98% of all other MDOC beds at the Facility, with the exclusion of the two (2) 48-bed blocks used for the United States Marshall Service, before placing inmates in the 52-bed dorm.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

11·25·08
Date

Brian Schweitzer, Governor
State of Montana

Date

CONTRACTOR

Anthony L. Grande, Vice President
State Customer Relations
Corrections Corporation of America

Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

11/21/08
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT **(Amendment #8)** is made and entered into between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (Contractor) 10 Burton Hills boulevard, Nashville, Tennessee 37215

WHEREAS, the Department and Contractor entered into a Contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows.

SECTION III

Duration

Subsection A shall be revised to read as follows:

A. The Operations and Management Contract is hereby extended for a third renewal period through August 31, 2009. The parties may renew this Contract for five (5) [additional] two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The original contract term began September 1, 1999 and the total life of the Contract, including renewals, shall not go beyond August 31, 2019.

Subsection B shall be revised to read as follows:

B. "The decision to renew this Contract for additional two-year periods shall be made by mutual agreement prior to the expiration of the Contract."

C. Subsection C shall remain as previously agreed.

SECTION V

Compensation and Adjustments

Subsection D shall be revised to read as follows:

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

"Subject to the exception stated below, the Operations and Management per diem rate **retroactive to July 1, 2006 and ending August 31, 2007 shall be $48.76** per inmate day for each MDOC inmate housed at the Facility. The per diem rate shall increase by 5% to $51.20 for each MDOC inmate housed at the Facility beginning **September 1, 2007** and ending August 31, 2008, at which time the

per diem rate shall be modified by mutual agreement.Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

The MDOC will use 98% of all other MDOC beds at the CCC facility, with the exclusion of the two 48 bed blocks used for the USMS, before placing inmates in the 52 bed dorm.

SECTION XII

General Administration

Subsection C shall be revised to read as follows:

C. The Contractor must adopt and implement written policies and procedures consistent with Department policy DOC 4.1.3 and MSP procedure 4.1.3, Offender Personal Property, specifying the personal property that inmates may retain in their possession.

Add a new subsection N to read as follows:

N. Prison Rape Elimination Act

The Contractor shall comply with 42 U.S.C.A. § 15601 and Department/MSP Prison Rape Elimination Policies and Procedures to include incident reporting. The Contractor shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct.

Department will provide PREA instructor training classes. Contractor shall be required to send instructor candidates to the instructor PREA training program. The Contractor shall require all staff, volunteers, contract staff to attend the basic PREA training and such on-going annual training as may be required by law, Department and Contractor policy. The Contractor shall require first-line responders or staff who may be involved in incidents of sexual assault/rape or sexual misconduct to attend specialized PREA training. The Contractor shall provide proof of compliance.

The Contractor shall ensure that during orientation offenders receive Facility orientation an orientation material regarding PREA. Offenders shall be required to sign an acknowledgement c having received the information.

Whenever possible, the Contractor will send inmates [suspected of being sexually assaulted/rape to a hospital. The Contractor shall separate the perpetrator and victim. When an offender

suspected or has been sexually assaulted/raped or been a victim of sexual misconduct, the Contractor shall provide mental health treatment/counseling to the offender.

Information regarding sexual predators or victims will be forwarded to the Contract Placement Bureau when the identified offender is transferred from one facility to another. The Contractor shall keep that information confidential. The Contractor shall report all incidents or suspected incidents of staff misconduct to the Department's PREA unit and Contract Placement Bureau, as well as, all reportable incidents of sexual assault/rape, sexual misconduct or sexual acts involving inmates.

SECTION XVI

Security and Control

Subsection F shall be revised to read as follows:

F. The Contractor must have written procedures governing the transportation of inmates that are in substantial compliance with Department policy DOC 3.1.12 and MSP procedure 3.1.12. The Contractor is responsible for all transportation and security functions including, but not limited to, the initial transfer of the inmate to the Facility, transfer of the inmate from the Facility to another correctional or detention Facility in the State of Montana, transportation for health care services, parole board hearings, disciplinary returns, releases to a transportation center and court appearances unless the Department agrees to otherwise provide.

SECTION XVIII

Health Services

Subsection C shall be revised to read as follows:

Delete subparagraph 24, that reads "psychological evaluations required by the board of Pardons and Parole."

Add a new subsection U to read as follows:

U. Contractor will provide the psychological evaluations required by the board of Pardons and Parole. However, the Department will reimburse the Contractor for these psychological evaluations [monthly] based upon documentation submitted to the Department by the Contractor.

SECTION XXVI

Inmate Commissary/Canteen and Banking Processes

This section shall be revised to read as follows:

Upon the Department's request and upon the Department furnishing all of the equipment, services and support specified herein below, the Contractor is required to use Department's new inmate banking system and Montana Correctional Enterprise's (MCE) Canteen Services for inmate purchases of canteen items made available to Department inmates. Department is responsible for all programming costs and all communication links. The Contractor must provide suitable space, utilities and equipment to store and deliver such canteen items. Separate financial records and accounts may be maintained by the Contractor at its own expense for all canteen business,

but any such Facility commissary/canteen system must interface with the Department's inmate banking system. All profits from the canteen operation will be deposited in a separate account and utilized for inmate rehabilitative needs, in conformity with the Department/MSP Inmate Welfare Fund. The Department shall have final authority to approve or disapprove use of the funds in this account. Employment practices and operating procedures, etc., must be consistent with those employed at similar Department operated prisons. The Contractor must be responsible for providing necessary in-facility delivery and administrative services to the canteen operation. MCE canteen services will provide a list of merchandise consistent with MSP Procedure 4.1.3 Inmate Personal Property and sales prices to the Contractor prior to offering items for sale to the inmate population. MCE canteen services will sell and deliver the canteen order to the Contractor on a weekly basis. The orders will be inspected by the Contractor for accuracy and contraband. Department inmate accounts will be charged for the canteen purchases and any non-Department inmate orders will have to be paid for by the Contractor. The canteen orders will be in a sealed tamperproof bag that allows inspection of the contents without breaking the package open. MCE canteen services will establish the price of items sold to the inmates. MCE canteen services will provide the Contractor with a recap of orders purchased and total dollar amount of orders delivered.

The Contractor will input deposits and withdrawals into the Department inmate banking system, and will collect mandatory restitution and/or child support in accordance with State laws and administrative regulations. Inmate accounts are not to be charged by the Contractor for damages and other non-mandatory charges if it will cause the inmate's account to go into a negative balance. All inmate pay and incoming money orders for Department inmates are to be deposited by the Contractor. The Contractor will provide the inmate with a receipt for incoming money order deposits. Inmate requests for withdrawals will be done in accordance with Department policies and procedures. The Contractor shall follow Department/MSP policies and procedures in regards to the inmate banking process to include but not be limited to inmate debt collection, canteen, inmate restitution and child support withholding. The Department will furnish revisions to Policies and Procedures as they are issued and to the extent the revisions to these Policies and Procedures will increase the Contractor's cost of complying with this requirement, then the parties shall negotiate a mutually agreeable per diem adjustment before the Contractor is required to comply with the revisions. The Contractor will issue a generated inmate bank statement to each of the Department inmates on a monthly basis.

The Contractor's obligation to use the Department's inmate banking system is contingent upon the Department furnishing and at all times maintaining all equipment and services that are necessary to perform the required functions, including but not limited to all hardware, software, networking, training, support, maintenance, replacements, upgrades and help desk support.

If sixty (60) days after the Contractor first uses the Department's inmate banking system, the Contractor determines that additional clerk support is required for continued compliance with the requirement to use the Department's inmate banking system, and upon demonstrating the need for additional clerk support to the Department, the Contract will be amended to reflect the Department's agreement to reimburse the Contractor for the cost of the additional staff.

SECTION XXIX

Indigent Inmates

This section shall be revised to read as follows:

The Contractor shall provide [indigent] inmates with personal health, welfare, and legal items (i.e., "indigent packages") in accordance with Department Policies DOC 4.1.4 - Indigent Status, DOC 4.4.1 - Offender

Hygiene, and DOC 3.3.2 - Offender Legal. The indigent packages referred to in these policies must be purchased through the MCE Canteen. The associated costs to provide these indigent packages are included in the inmate per diem rate set forth in Section V, Compensation and Adjustments.

APPENDIX II – POSITION ROSTER

Appendix II is replaced in its entirety, as per the attached.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remaining full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

4/22/08
Date

CONTRACTOR

Anthony L. Grande, Vice President
State Customer Relations
Corrections Corporation of America

5/12/08
Date

Brian Schweitzer, Governor
State of Montana

Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

4/22/08
Date

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

CONTRACT AMENDMENT NO. 8

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	73.00
UNIT MANAGEMENT	54.00
MAINTENANCE	4.00
SERVICES	4.00
PROGRAMS	14.00
HEALTH SERVICES	12.60
EDUCATION	10.00
TOTAL	181.60

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Manager, Operations Finance	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mailroom Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
TOTAL						10.00

	SECURITY/OPERATIONS 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Security	1	0	0	5	1.00	1.00
	SCO - STG / Investigative Officer	1	0	0	5	1.00	1.00
*	Grievance Officer	1	0	0	5	1.00	1.00
*	Visitation Officer	2	0	0	5	1.20	3.00
*	Transportation Officer	8	0	0	5	1.00	8.00
*	Work Detail Officer	2	0	0	5	1.00	2.00
*	Laundry Officer	1	0	0	5	1.20	1.00
*	Education Officer	2	0	0	5	1.20	2.00
*	Armory/Key Control Officer	0	1	0	5	1.00	1.00
*	Front Lobby Officer	1	0	0	7	1.72	2.00
	Administrative Clerk	1	0	0	5	1.00	1.00

	SECURITY/OPERATIONS 12-HOUR SHIFTS	7 AM SHIFT	7 PM SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Shift Supervisor	1	1	7	2.20	5.00
	Assistant Shift Supervisor	1	1	7	2.20	5.00
*	Central Control Officer	2	1	7	2.20	6.60
*	Perimeter Patrol (Mobile) Officer	1	1	7	2.20	4.40
*	Recreation Officer	2	0	7	2.20	4.40
*	Utility/Search & Escort Officer	2	2	7	2.20	8.80
*	Utility/Segregation Officer	1	1	7	2.20	4.40
*	Segregation Officer	1	1	7	2.20	4.40

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds [564 MT / 96 USMS]

CONTRACT AMENDMENT NO. 8

SECURITY/OPERATIONS 12-HOUR SHIFTS	7 AM SHIFT	7 PM SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
* Medical Officer	1	1	7	2.20	4.40
* Kitchen Officer	1	0	7	2.20	2.20
TOTAL	18	9			[illegible]

UNIT MANAGEMENT 8-HOUR SHIFTS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Unit Manager	1	0	0	5	1.00	1.00
Unit Manager	2	0	0	5	1.00	2.00
Case Manager	5	0	0	5	1.00	5.00
Correctional Counselor	4	2	0	5	1.00	6.00
UNIT MANAGEMENT 12-HOUR SHIFTS	**7 AM SHIFT**	**7 PM SHIFT**		**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
UNIT MANAGEMENET #1 (256-Bed Cellblock / 52-Bed Dorm)						
* Housing Officer	4	4		7	2.20	17.60
UNIT MANAGEMENT #2 (256-Bed Cellblock / 96-Bed Cellblock - USMS)						
* Housing Officer	5	5		7	2.20	22.00
TOTAL	9	9				[illegible]

MAINTENANCE	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	3	0	0	5	1.00	3.00
TOTAL						[illegible]

SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warehouse Manager	1	0	0	5	1.00	1.00
*** Warehouse/Commissary Worker	3	0	0	5	1.00	3.00
** Food Service Manager	1	0	0	5	1.00	*Contract*
** Food Service Supervisor	1	1	0	7	1.40	*Contract*
TOTAL						[illegible]

PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Classification Supervisor	1	0	0	5	1.00	1.00
Psychologist	1	0	0	5	1.00	1.00
Mental Health Coordinator	1	0	0	5	1.00	1.00
Records Clerk	1	0	0	5	1.00	1.00
Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
Addiction Treatment Counselor	2	0	0	5	1.00	2.00
Recreation Supervisor	1	0	0	5	1.00	1.00
Recreation Coordinator (Arts & Crafts)	1	0	0	5	1.00	1.00
Chaplain	1	0	0	5	1.00	1.00
Administrative Clerk - ATU	1	0	0	5	1.00	1.00
Administrative Clerk	3	0	0	5	1.00	3.00

CROSSROADS CORRECTIONAL CENTER
Shelby, Montana
660 Male Beds (564 MT / 96 USMS)

CONTRACT AMENDMENT NO. 8

	PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
**	Contract Attorney	CONTRACT / PRN					
	TOTAL						[illegible]

	HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	Dental Hygienist	1	0	0	5	0.60	0.60
	RN	1	1	1	7	1.72	6.00
	RN, Part-Time****	1	1	0	5	1.00	*PRN*
	LPN	2	1	0	5	1.00	3.00
	LPN, Part-Time****	1	1	0	5	1.00	*PRN*
	Medical Records Clerk	1	1	0	5	1.00	2.00
**	Physician	CONTRACT / 4 HOURS PER WEEK					
**	ARNP/PA	CONTRACT / 20 HOURS PER WEEK					
**	Dentist	CONTRACT / 32 HOURS PER WEEK					
**	Dental Assistant	CONTRACT / 32 HOURS PER WEEK					
**	Psychiatrist	CONTRACT / 8 HOURS PER WEEK					
**	Optometrist	CONTRACT / 8 HOURS PER WEEK					
	TOTAL						[illegible]

	EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Principal	1	0	0	5	1.00	1.00
	Instructor Supervisor	1	0	0	5	1.00	1.00
	Education Counselor	1	0	0	5	1.00	1.00
	Academic Instructor	3	0	0	5	1.00	3.00
	Vocational Instructor	2	0	0	5	1.00	2.00
	Library Aide	1	0	0	5	1.00	1.00
	Secretary	1	0	0	5	1.00	1.00
**	Librarian	CONTRACT / PRN					
	TOTAL						[illegible]

* *Post positions included in the Correctional Officer job classification.*

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** *Positions hired on a contractual or fee basis for services rendered.*

*** *Salary and benefits reimbursed from commissary profits.*

**** *Positions not funded in budget - only to be used when savings are accrued from turnover and vacancies.*

RATIOS:	**CCA**
Correctional Officers to Inmates (98)	1:6.7
Uniformed Staff to Inmates (115)	1:5.7
Total Staff to Inmates (185.60 - Includes contract food service staff)	1:3.6

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #7**) is made and entered into by and between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CCA) (Contractor) 10 Burton Hills Boulevard, Nashville TN 37215 to amend the Contract for Operation and Management Services (Management Contract).

WHEREAS, Department and Contractor entered into a contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Operations and Management Services Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows (**new language underlined, old language interlined**):

SECTION V

Compensation and Adjustments

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

Subject to the exception stated below, the Operations and Management per diem rate ~~beginning~~ retroactive to July 1, 2006 ~~and ending June 30, 2007~~ shall be ~~$45.36~~ **$48.76** per inmate day for each MDOC inmate housed at the Facility. ~~Notwithstanding the date of execution of this Amendment, this rate shall apply as of July 1, 2006.~~ This rate will remain in effect until changed by mutual agreement. ~~Thereafter~~ Hereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors.

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

The MDOC will use 98% of all other MDOC beds at the CCC facility, with the exclusion of the 88 bed block used for the USMS, before placing inmates in the 52 bed dorm.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

6-27-07
Date

Brian Schweitzer, Governor
State of Montana

Date

CONTRACTOR

Anthony L. Grande ~~Damon Hininger~~, Vice President
~~Federal~~ State Customer Relations
Corrections Corporation of America

7-5-07
Date

Approved for Legal Content by:

Diana Koch
for Chief Legal Counsel
Montana Department of Corrections

6/27/07
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #6**) is made and entered into by and between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CCA) (Contractor) 10 Burton Hills Boulevard, Nashville TN 37215 to amend the Contract for Operation and Management Services (Management Contract).

WHEREAS, Department and Contractor entered into a contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Management Contract provides for amendment of the Contract by mutual written agreement of the parties.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows (**new language underlined, old language interlined**):

SECTION V

Compensation and Adjustments

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

Subject to the exception stated below, the Operations and Management per diem rate beginning July 1, ~~2005~~ 2006 and ending June 30, 2007 shall be ~~$44.47~~ $45.36 per inmate day for each MDOC inmate housed at the Facility. Notwithstanding the date of execution of this Amendment, this rate shall apply as of July 1, ~~2005~~ 2006. Thereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors.

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

The MDOC will use 98% of all other MDOC beds at the CCC facility, with the exclusion of the 88 bed block used for the USMS, before placing inmates in the 52 bed dorm.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Department of Corrections

8/22/06
Date

CONTRACTOR

Damon Hininger, Vice President
Federal Customer Relations
Corrections Corporation of America

9/18/06
Date

Brian Schweitzer, Governor
State of Montana

8/28/06
Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

8/22/06
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Montana

THIS CONTRACT AMENDMENT (**Amendment #5**) is made and entered into by and between the Montana Department of Corrections (Department) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CCA) (Contractor) 10 Burton Hills Boulevard, Nashville TN 37215 to amend the Contract for Operation and Management Services (Management Contract). **This amendment shall be effective as of July 10, 2006.**

WHEREAS, Department and Contractor entered into a contract for the operation and management of the Crossroads Correctional Center (Facility) on July 22, 1998; and

WHEREAS, Section XXXXVII of the Management Contract provides for amendment of the Contract by mutual written agreement of the parties; and

WHEREAS, Contractor desires additional space for housing of federal inmates at the Facility; and

WHEREAS, the Department desires to benefit from such an expansion's added value to the building.

NOW THEREFORE, in consideration of the foregoing, the parties amend the Contract, as follows **(new language underlined, old language interlined):**

SECTION II

General Requirements

(1.) Notwithstanding any other provision herein or in the Development Agreement, the Department authorizes the Contractor to build a ninety-six (96) bed expansion of the Crossroads facility. During the term of this Operation and Management Contract, the ninety-six (96) beds shall be for the use of the United States Marshals Service unless the Contractor, the Department, and the Federal Government otherwise agree in writing. Subject to approval by the Department, such approval not to be unreasonably withheld, the Contractor may enter into a contract with the Federal Government for the use of the expansion. When the ninety-six (96) bed expansion is complete, the Department will utilize the dormitory-style beds the Marshals Service now occupies.

This constitutes the amendment to this Contract. All other provisions of the Operations and Management Contract not otherwise amended herein shall remain in full force and effect.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Department of Corrections

7/18/2006
Date

CONTRACTOR

Damon Hininger, Vice President
Federal Customer Relations
Corrections Corporation of America

8/4/06
Date

Brian Schweitzer, Governor
State of Montana

Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

7/17/06
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Mt.

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CONTRACTOR) 10 Burton Hills Boulevard, Nashville TN 37215.

WHEREAS, the parties have entered a Contract with an original effective date of September 1, 1999 and Section XXXXVII provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows:

1. Section I shall be revised to add the following definition:

   "**Administration Segregation;** means a classification level which places assaultive, rebellious, disruptive or predatory inmates into Locked Housing, including inmates returning to the Facility for an escape from a secure institution."

2. Section I shall be revised to delete the current definition of **Security "Close"** and replace it with the following:

   "**Security "Close";** means the custody level of inmates whose movement within the Facility is very restricted. These inmates typically include inmates released from disciplinary segregation who have serious records of institutional misconduct and who are re-entering general population. Close custody also includes inmates whose custody level has been reduced from Maximum or raised from Medium due to their behavior scores. Close custody also includes reception inmates awaiting transfer to the appropriate housing unit (excluding On Leave to Custody (OLTC) and ten day furlough returns), "Temporary Lock Up" for inmates facing disciplinary and reclassification hearings for serious rule infractions and inmates serving detention time for disciplinary violations. Work assignments are limited to inside a double-fenced perimeter with direct supervision. For movement within the Facility, no restraints are required. For movement outside the Facility, wrist, belt and leg restraints are required. A minimum of two staff must escort Close custody inmates on transports out of the Facility."

3. Section III, Duration, subsection A shall be revised to add:

   The parties have elected to exercise their right to renew the term of the Contract through August 31, 2007.

4. Section V, Compensation and Adjustments, subsection D shall be revised to read:

   "In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

   Subject to the exception stated below, the Operations and Management per diem rate beginning July 1, 2005 and ending June 30, 2007 shall be $44.47 per inmate day for each MDOC inmate housed at the Facility. Notwithstanding the date of execution of this Amendment, this rate shall apply as of July 1, 2005. Thereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors.

The MDOC shall not pay the $9.14 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52 bed dorm completed in 2004. However, the Contractor agrees to charge and collect from the originating jurisdiction this daily use fee for all other inmates housed in this dorm or at the facility and to credit said use fee toward facility construction costs as specified in the Facility Development contract.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of the Contract and effective January 1, 1998. If the prevailing wage rates set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to increase the per diem rate in accordance with the increased labor costs. The increase in per diem shall be concurrent with the increase in wage rates.

The MDOC will use 98% of all other MDOC beds at the CCC facility, with the exclusion of the 88 bed block used for the USMS, before placing inmates in the 52 bed dorm.

5. Section VII, Responsibility for Habeas Corpus and Litigation Procedures, subsection C shall be revised to delete "Linda Cooper, Vice President, Legal Affairs" and replace it with "Gus Puryear, General Counsel."

6. Section XVII, Food Services, subsection A shall be revised to read:

"The Contractor must provide three meals, including two hot meals for each inmate at regular meal times during each 24 hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food demands. Contractor shall follow Department policies related to food services, including 4.3.1, 4.3.2 and 4.3.3 or shall meet a higher standard."

7. Section XVII, Food Services, subsection D shall be revised to delete "4.3.6" and replace it with "4.3.4."

8. Section XIX, Academic, Vocational Services, shall be revised to amend subsection B to delete "*Wheels of Learning* approach to vocational education in the construction and building trades" and replace it with "Contren Learning Services through the NCCER (National Center of Construction Education and Research)."

9. Section XX, Inmate Industry Programs, shall be revised to read:

"Contractor will work with the Department and Montana Correctional Enterprises (MCE) to identify an industries program for the Facility. Contractor will also provide inmate labor for MCE industries programs, as well as management and supervisory personnel. Contractor may not compete with or duplicate the Department's existing industry programs. All profits from the correctional industry programs will be retained by the Department and deposited in the MCE proprietary account to be used for expansion and improvement of the industry programs. At the conclusion of this Contract, all funds in the account will be retained by the Department."

10. Section XXIV, Inmate Rights, subsection E shall be revised to read:

"CCA must provide inmates assistance in accessing the courts in a manner consistent with MSP practice and policy. Except as otherwise specified herein, CCA will utilize services provided by the Department to fulfill the obligations of this provision. CCA will provide a monthly payment to the Department for attorney costs at a rate based on the monthly average cost CCA previously paid to the contract attorney from June 1, 2002

through June 1, 2005. CCA will provide access to legal library materials through Lexus Nexus. All costs for the Lexus Nexus program, including updates and equipment, will be borne by the IWF."

11. Section XXVI, Inmate Commissary/Canteen, shall be revised to read:

"The Contractor must make canteen items available to inmates. Canteen items must be comparable to the Department's canteen items. Prices charged for items should be comparable to those charged in Department facilities. The Contactor must provide suitable space, utilities and equipment to provide canteen items. Separate financial records and accounts must be maintained by the Contractor for all canteen business. The Facility commissary/canteen system must interface with the facilities' inmate banking system. Contractor is responsible for all programming costs, including security costs, and all communications links. All profits from the canteen operation, with a minimum of 1% of gross sales, must be deposited in a separate account and utilized for inmate rehabilitative needs, in conformity with the Montana State Prison Inmate Welfare Fund. The Department shall have final authority to approve or disapproved use of the funds in this account. Quarterly financial statements – balance sheet, income statement – of the inmate canteen operation including Contractor and subcontractor, if applicable, must be submitted to the Department with a detailed listing of all expenditures for inmate benefits. A quarterly itemized statement of all receipts and disbursements of the Contractor's inmate canteen account must be available to the Department's Contractor Monitor no later than the 15th day of the following month. Employment practices and operating procedures, etc., must be consistent with those employed at similar Department operated prisons. The Contractor must be responsible for providing necessary administration services to the canteen operation. Canteen operations must be audited annually by a Certified Public Accounting firm. The expense of the annual audit of the canteen must be borne by the canteen. Contractor may use commissary funds to pay for commissary worker salaries, inventory and other commissary expenses."

12. Section XXXX, Compliance with Applicable Laws shall be renamed **Compliance with Applicable Laws and Standards** and shall be revised to read:

"The Contractor will provide services incompliance with all Federal and State of Montana laws, Administrative Rules of Montana, applicable Department policies, and MDOC Compliance Standards and ACA/NCCHC Standards (pertaining to inmate services and programs) as they may subsequently be amended and adopted.

Except as noted herein, the parties agree that a negotiation of prisoner per diem rate increases will not be allowed unless the Contractor has achieved and maintained an overall compliance rating of not less than 90% on each compliance monitoring review/audit conducted by the MDOC Quality Assurance Bureau. The review/audits will take place on a biennial schedule for Regional Prisons and annually for Private Prisons.

In the event that the Contractor does not achieve and maintain an overall compliance rating of not less than 90% on a compliance monitoring review/audit, the Contractor will be given an opportunity and period of time to address the areas(s) of concern via a Department-provided action plan. Negotiations of per diem rate increases will only be allowed after the Contractor has successfully achieved the overall compliance rating defined herein. Action plans will be reviewed quarterly at a meeting between the Contractor and MDOC."

13. Section XXXXVI, Contractor Compliance Assessment, subsection C, shall be revised to read:

"The Department's Contract Monitor will prepare a Notice of Non-Compliance which will identify each instance of non-compliance with this Contract. The Department will grant the Contractor a reasonable time, typically 60 days, to rectify the noncompliance. Notwithstanding the foregoing, in the event that the

Contractor has been previously been notified about a similar instance of non-compliance within the prior eighteen (18) months, the Contract Monitor may, in his or her sole discretion, assess a fine as provided for herein without providing the Contractor an opportunity to rectify the non-compliance. Notwithstanding the foregoing, in the event of a staffing vacancy, Contractor shall always be afforded the cure period set forth in section XIV."

14. Section XXXXVI, Contractor Compliance Assessment, subsection K, paragraph 1, shall be revised to read:

"The Contractor shall be assessed a fine for each day of non-compliance beyond the specified cure period."

15. Appendix II shall be deleted in its entirety and replaced with the attached Position Roster.

This Amendment shall not be binding on either party until signed by all parties below. This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

SIGNATURES

DEPARTMENT

Bill Slaughter, Director
Montana Department of Corrections

9/19/05
Date

Brian Schweitzer, Governor
State of Montana

9/22/05
Date

CONTRACTOR

Anthony L. Grande, Vice President
State Customer Relations
Corrections Corporation of America

9-15-05
Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

9/16/05
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Mt.

THIS CONTRACT AMENDMENT **(Amendment #3)** is made and entered into between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Corrections Corporation of America** (CONTRACTOR) 10 Burton Hills Boulevard, Nashville TN 37215, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of September 1, 1999 and Section XXXXVII provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract in subsection D of **SECTION V**, Compensation and Adjustments:

Prior to this Amendment, subsection D stated,
"In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

1. The Operations and Management per diem rate beginning July 1, 2003 and ending June 30, 2005 shall be $43.60 per inmate day for each MDOC inmate housed at the Facility. Thereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors."

Per this Amendment, subsection D shall be amended to state,
"In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

Subject to the exception stated below, the Operations and Management per diem rate beginning July 1, 2003 and ending June 30, 2005 shall be $43.60 per inmate day for each MDOC inmate housed at the Facility. Thereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors.

Upon Contractor's completion of an additional fifty-two (52) bed dorm, these beds shall be available for housing MDOC inmates at a per diem rate of $43.60. In no event shall the housing of any MDOC inmate in the 52-bed dorm result in the $9.12 use fee referenced in Section II, subsection (F)(2) of the Contract for Facility Development being credited toward facility construction costs for the purposes of subsection (H)(1) of that Agreement. The MDOC shall not pay a use fee and shall not receive a credit toward construction costs for any MDOC inmate housed in the 52-bed dorm.

The per diem rate set forth in this Amendment is contingent upon the continuation of the prevailing wage rates set forth in Appendix I of this Contract and effective January 1, 1998. If the prevailing wage rates for nonconstruction services set forth in Appendix I are increased by the Commission of Labor and Industry or otherwise, the parties agree to negotiate the per diem rate in accordance with the increased labor costs associated with the affected positions.

The MDOC will use 98% of all other MDOC beds at the CCC facility, with the exclusion of the 88 bed block used for the USMS, before placing inmates in the 52 bed dorm."

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

SIGNATURES:

DEPARTMENT

Bill Slaughter, Director
Montana Department of Corrections

9/9/04
Date

Judy Martz, Governor
State of Montana

9-15-04
Date

CONTRACTOR

Anthony L. Grande, Vice President
State Customer Relations
Corrections Corporation of America

Date

Approved for Legal Content by:

Diana Koch
Chief Legal Counsel
Montana Department of Corrections

9/8/04
Date

CONTRACT AMENDMENT
OPERATION AND MANAGEMENT SERVICES
At Crossroads Correctional Center in Shelby, Mt.

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 **and Corrections Corporation of America** (CONTRACTOR) 10 Burton Hills Boulevard, Nashville TN 37215, and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of September 1, 1999 and Section XXXXVII provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**Add** – additional contract language; **Replace** – replace previous contract language, as appropriate):

SECTION I

Add:

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

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

Replace:

Contractor; means Corrections Corporation of America (CCA).

Department; means Montana Department of Corrections (MDOC).

SECTION II

Replace:

H. The Facility will house minimum, medium, and close custody adult male offenders as authorized by the Private Correctional Facility Act: 53-30-601 through 53-30-611, M.C.A. The Contractor shall comply with the provisions of 53-30-603, M.C.A. for housing inmates. In the event the law permits housing inmates, other than those assigned by the Department, the Department retains first option to house its inmates in the Facility, subject to the terms of this Contract. In the event the Department desires to house inmates in the facility in beds occupied by inmates from another entity, the Department shall provide one hundred fifty days written notice to Contractor and shall guarantee payment of the requested beds for a period of one hundred fifty days thereafter, subject to the following exception. *Exception – If the number of beds requested includes a cell block of fewer then 40 occupied beds, the Department shall guarantee payment for only 40 beds for that cell block and shall guarantee full payment for the requested beds for all other cell blocks for a period of one hundred fifty days thereafter.

SECTION III

Replace:

A. This Operations and Management Contract has been renewed for an additional two-year period, beginning July 1, 2003 and terminating June 30, 2005. Upon mutual agreement, the parties may renew this Contract for seven (7), additional two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The total life of the Contract, including renewals, shall not exceed twenty (20) years.

SECTION IV

Replace:

Conditions for Termination

A. Termination by Department

This Contract may be terminated by the Department for the following reasons:

- Default/Non-compliance
- Contractor Insolvency
- Unavailability of Funds
- Destruction/Condemnation

1. Termination for Default or Noncompliance

a. If the Department determines that Contractor is determined to be in breach of any of the terms and conditions of this Contract, and such breach is not cured within 60 days of receipt of written notice thereof, Contractor shall be declared in default. The Department shall have the right by further written notice to terminate this Contract on any future date not less than 10 days from the date of such further notice. The parties, by written mutual agreement, may extend the time period for Contractor to cure a breach. Notwithstanding the foregoing, the Department may terminate this Contract immediately and without notice if there is an imminent threat of serious injury to life or property caused by a default by the Contractor of a term of this Contract.

Add:

B. Termination by Contractor

If the Contractor determines that the Department is in breach of any of the terms and conditions of this Contract, and such breach is not cured within sixty (60) days of receipt of written notice thereof, Department shall be declared in default. The Contractor shall have the right by further written notice to terminate this Contract on any future date, not less than ten (10) days from the date of such further notice. The parties, by written mutual agreement, may extend the time period for Department to cure a breach.

SECTION V

Replace:

Compensation and Adjustments

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

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

C. All payments made under this Contract shall be made only upon submission by Contractor of an invoice specifying the amounts due and certifying that services requested under the Contract have been performed in accordance with the Contract. The invoices shall be submitted by Contractor each month for the fixed rate per inmate day of the preceding month and shall contain the names and inmate number (A.O.#) of all inmates in the custody of the Contractor and their date of incarceration at the Facility and date of release, if applicable. The Department shall pay each correctly submitted invoice within ten (10) days of receipt of invoice. The Department will make reasonable efforts to effect payment to Contractor by wire transfer in accordance with Contractor's written instructions.

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedule:

1. The Operations and Management per diem rate **beginning July 1, 2003 and ending June 30, 2005 shall be $43.60 per inmate day** for each MDOC inmate housed at the Facility. Thereafter, the parties agree to negotiate the amount of per diem in good faith in keeping with the Consumer Price Index and other cost factors.

SECTION VII

Replace:

Responsibility for Habeas Corpus and Litigation Procedures

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

SECTION IX

Replace:

Contractor's Performance Bond

The Contractor shall provide the Department with a performance security bond in the amount of $1,836,406.25. The performance bond must be renewed each year and is required throughout the term or

renewal terms of the Contract.

SECTION XII

Replace:

Facility Administration

The Contractor shall confine and supervise Montana inmates and, subject to the prior written approval of the Contractor, other inmates from approved jurisdictions that the Department has determined are suitable for transfer to Facility. Contractor shall not be required to house inmates whose conviction originated in another state court or in any federal court; provided, however, that Contractor shall be allowed to contract with another jurisdiction to house its inmates subject to the Department's approval, said approval not to be unreasonably withheld. Contractor shall retain compensation paid by such third party jurisdiction for the housing of their inmates. The $9.14 per inmate per day use fee for all inmates (MDOC and Non-MDOC) will be collected and applied toward the facility construction costs as directed in Amendment #1 of the Contract for Facility Development. Contractor shall furnish subsistence and all necessary routine medical, dental and mental health care; provide for the inmates' physical needs; provide programs, training and treatment required by the Department in accordance with this Contract which are consistent with individual needs; retain the inmates in safe, supervised custody; maintain proper discipline and control; make certain that sentences and orders of the committing court are faithfully executed; provide access to legal assistance for inmates of the Facility; and comply with all applicable federal and state constitutional requirements, laws, rules, regulations, ordinances and court orders.

G. The Department's Contract Monitor shall be provided an office and furnishings including a dedicated telephone line for the sole use of the Department's Contract Monitor at no cost to the Department. Contractor shall be responsible for work-related long distance telephone call expenses. After assignment of such work space, no change in the Contract Monitor's work space or equipment shall be made by Contractor without the prior written consent of the Department. Contractor shall provide equipment for the use of the Contract Monitor(s) at no cost to Department.

General Administration

D. Contractor must adopt MSP Policy 3.4.3 regarding tobacco use at the facility.

J. The Contractor will be responsible for replacing all equipment, perishables and supplies during the term of the Operations and Management Contract. If the State assumes ownership of the Facility pursuant to the terms of this Contract and the Development Agreement, all furnishings, fixtures, and equipment purchased by CCA for use at the facility will become the property of the State - except FF&E purchased within twenty-four (24) months of the contract conclusion.

Program Audits

The Contractor must make available the necessary access to Facility, records, financial records, staff and inmates to enable the Department, the Montana Board of Pardons and Parole, or the Montana Legislative Auditor or other entities of the State, the opportunity to conduct periodic program reviews and/or Contract audits of the Facility and its programs for the purpose of monitoring contractual compliance.

SECTION XIII

Replace:

Records and Information Systems

The Contractor will be required to maintain offender records and reports that conform to those of the Department in both format and content. The Contractor will be required to utilize the Department online offender management system and incorporate it into its operation as well as interface with the current information systems developed for and in use by the Department on September 1, 1999, to report and track inmate records information including inmate population census reporting. Contractor must maintain current and accurate inmate records.

A. The Contractor is required to provide a Local Area Network with Internet Protocol (IP) capabilities for access to and use of the Department's adult offender information system (AOIS) and the State's electronic mail system. AOIS is hosted by the Department's IBM AS/400 mid-range computer, which is supported by the Department's Information Services Bureau personnel. The Department is responsible for the total actual cost of maintenance and support of the AOIS system. All software used by the Contractor must be compatible with the current State Standards. The Department will alert Contractor concerning any projected change in the Department's software standards including effective dates for implementation.

B. Department will provide at no charge to the Contractor, necessary and reasonable training and technical assistance associated with Contractor access to input into AOIS.

C. The Contractor's personnel responsible for data collection and input into AOIS will be required to attend on-site and/or periodic off-site training sessions provided by the Department relating to AOIS. The Department will charge Contractor for course materials and a $25.00 administrative fee to cover processing applications and records. Only those Facility employees given security clearance by the Department may input and/or view data. All input data will be audited by the Department. Contractor will be responsible for assuring the accuracy of data input into AOIS, and will be responsible for costs attributed to ensuring and/or correcting incorrect or inaccurate data. Data collection and input into AOIS must include, but is not limited to, the following transactions relating to inmates assigned to the Facility:

1. inmate movements (internal/external);
2. custody classification;
3. disciplinary infraction and sanctions;
4. demographic information;
5. scars and marks;
6. aliases;
7. address data for offender and family;
8. risk and needs;
9. military data;
10. association information;
11. legal data;
12. electronic images;
13. fingerprints; and
14. sentencing.

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

E. Contractor will not allow inmate access to the Internet in accordance with DOC policy 1.9.3 – Offender Access to Computers.

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

G. Contractor must provide the Montana Board of Pardons and Parole any reports the Board requires concerning the conduct and character of any inmate in the Contractor's custody. The Contractor must provide any other facts deemed appropriate by the Montana Board of Pardons and Parole pertinent to any inmate.

SECTION XIV

Replace:

Personnel

B. The Facility staffing pattern shall, at a minimum, include the positions listed in Appendix II (Position Roster) with all positions staffed by qualified employees. It is understood and agreed that from time to time a vacancy may occur in staff positions required by the staffing pattern. A vacancy in a position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position, and no other qualified person or employee is available to perform the duties of that position. Contractor shall notify the Department Contract Monitor in writing within three (3) working days after the date a position becomes vacant. If any position is left vacant for more than sixty (60) days the Contractor will incur a financial penalty according to the Contractor Compliance Assessment Schedule contained in Appendix III. However, Contractor may, prior to the expiration of the sixty (60) day period, request that the Department grant an extension of thirty (30) days. The request for extension must include: 1) evidence that the Contractor has diligently advertised the vacant position, and 2) copies of all applications or resumes submitted for the vacancy. The Department may, at its sole discretion, grant one thirty (30) day extension. The Contractor will not be assessed a financial penalty for failing to timely fill a vacant non-security position if the Contractor continues to provide the service by contracting for the provision of the service and the Contractor continues to exercise due diligence in filling the position. Staff who are attending the initial training academy cannot be counted as staff in the staffing pattern for purposes of filling a vacancy. Daily Shift Reports will be utilized that provide "by-name" assignments to posts. The agreed upon Shift Justification Sheets and Daily Shift reports will include the staff who are on sick leave, annual leave, training, overtime or special post assignments. It will also identify and include all post that have a relief factor according to the Position Roster in Appendix II, and these posts will be considered mandatory. The Department may allow the Contractor to adjust the staffing level in the applicable Position Roster as outlined in appendix II in proportion to the population level, security and programming needs as determined jointly by the Department and Contractor and agreed upon in writing. Contractor will not incur penalty for a vacant position if that position is staffed with use of overtime and similar methods of utilization of personnel that ensures coverage.

SECTION XVI

Replace:

Security and Control

B. The Contractor must have a written Emergency Response (Emergency Preparedness) Plan including appropriate procedures. Department will assist if necessary to ensure the Plan and procedures are approved by MDOC and consistent with the Department's Emergency Preparedness Policy. Contractor must have a written plan for dealing with inmate disturbances and hostage taking. Contractor must have a signed Mutual Aid Agreement in place with local law enforcement, fire and health agencies. Contractor's policy on the pursuit of escapees must be consistent with Department Policy 3.2.2, Facility/Program Escapes.

C. The Contractor and Department shall maintain a Contingency Plan for transferring control of the Facility to the Department or another contractor upon termination or expiration of this Contract.

D. The Contractor must adopt and implement Department policies 3.1.8, Use of Force and Restraints; 3.1.10, Use of Chemical Agents and Oleoresin Capsicum 3.1.17, Searches and Contraband Control (additional items of contraband may be identified and clearly defined in the Facility policy).

H. Contractor shall allow use of force only, while on the grounds of the Facility, while transporting inmates, and while pursuing escapes from the Facility.

I. Contractor is authorized to use only the level of force that is consistent with the Department's policies 3.1.8, Use of Force and Restraints; 3.1.10, Use of Chemical Agents and Oleoresin Capsicum 3.1.17, Searches and Contraband Control (additional items of contraband may be identified and clearly defined in the Facility policy).

SECTION XVIII

Replace:

Health Services

C. Contractor shall provide, at a minimum, the following services, which are included as part of the Facility per diem rate:

1. availability of twenty-four (24) hour a day, seven (7) day a week emergency medical, psychiatric and dental care.

2. twenty-four (24) hour a day, seven (7) day a week on-site nursing care.

3. twenty-four (24) hour a day, seven (7) day a week availability of mental health services. Psychiatric and psychological services should be provided on-site. In the event the Contractor chooses to provide off-site psychiatric and psychological services, the cost shall be the responsibility of the Contractor.

4. health appraisal examination screenings must occur at the Facility within twenty-four

(24) hours of the receipt of inmates. Screening must be completed by health care personnel and must include, at a minimum, a review of the copy of the health care record accompanying the inmate and verification of any care or treatment requirements recommended by the Department.

5. The Department will provide complete health history records (medical records) that will accompany the inmate to the Facility. Contractor's non-health service staff must be informed of inmate's special medical problems within the boundaries of medical confidentiality. Contractor must keep all records current at all times and return said records to the Department if the inmate is returned to the Department.

6. daily triage of complaints, with those inmates referred for primary care physician services being seen within five (5) calendar days of the referral.

7. sick call will be available to inmates in general housing at a minimum of five (5) calendar days per week. Inmates in segregated housing will be assessed by medical personnel and afforded the opportunity to request medical attention daily, seven (7) calendar days per week.

8. individual health (medical) records.

9. regularly scheduled chronic illness clinics will be conducted under the supervision of the medical service supervisor for the following conditions: diabetes, respiratory, cardiovascular, seizure disorder, tuberculosis preventive therapy, and immune-deficiency.

10. laboratory services by an accredited laboratory with "stat" laboratory work being performed by a local accredited provider. Only tests qualified under the current CLIA "waived test" listing will be performed on-site.

11. radiology services, with plain film studies performed on-site when appropriate and other procedures performed through contract with a local off-site provider.

12. on-site dental services based on routine, preventive care rather than complaint-oriented care. Routine care includes, but is not limited to, examinations, cleaning, extractions, relief of pain and infection, minor repair and adjustment of dentures, pulpotomies and root canals as medically indicated by a licensed dentist, fillings, and impressions.

13. a dental treatment plan for each inmate that includes prioritization of needs, counseling on oral hygiene, and conditions for which endodontic, periodontic, prosthetic, and prophylactic services will be provided;

14. pharmaceutical services, prescription and nonprescription drugs and supplies, with no on-site licensed pharmacy provided;

15. optometric services including eyeglasses when medically necessary, provided by qualified personnel. Inmates will be afforded the opportunity of requesting a complete vision exam and if necessary, replaced lenses and/or lenses and frames, every two years - more often if diabetic or presenting history of vision deficit.

16. health education program that addresses, at a minimum, hygiene, nutrition, physical fitness, stress management, sexually transmitted diseases, chemical dependence, AIDS, diabetes, and smoking.

17. an OSHA exposure control plan will be developed by Contractor prior to Facility opening.

18. health care specialists, including orthopedic.

19. medically necessary detoxification treatment of substance abusers.

20. inpatient and outpatient hospital access.

21. hospital emergency room access.

22. provision of all on-site health care services including professional medical, physician, mental health, psychiatric, dental, vision, medication services and specialty clinics.

23. participation by a member of the health services team in the classification process to ensure that no inmate is given a work or housing assignment contradictory to his medical condition.

24. psychological evaluations required by the board of Pardons and Parole.

K. The Contractor will not be responsible for inpatient hospitalization costs of inmates, including any surgery or specialty services, associated with the treatment of persons with Acquired Immune Deficiency Syndrome (AIDS) and/or Hepatitis C, as defined by the Center for Disease Control. The Contractor shall, however, be responsible for hospitalization costs associated with other HIV infected patients to the same extent as required by sub-paragraph H above. The Department will work collectively with the Contractor to establish procedures that address when offenders will be removed from the Contractor's facility and returned to a Department facility, based upon the inmates' medical condition.

L. The Contractor will not be responsible for the cost of providing medications therapeutically indicated for the treatment of AIDS, HIV, or Hepatitis infection of an inmate. Such treatment will be at the Department's discretion and expense.

O. Written policies and procedures must provide for the prompt notification of resident's next of kin and the Department in case of serious illness, surgery, injury or death. Any death must be reported immediately to the proper officials as specified in DOC Policy 4.5.34, Inmate Death. A post-mortem examination must be conducted at the Contractor's expense on all inmates who die while in the custody of the Facility pursuant to 46-4-122(2)(a), M.C.A.

Q. Informed consent for non-routine health care and treatment must be obtained from inmates by medical staff. Such procedure must be consistent with Department policy 4.5.9, Continuous Quality Improvement. Contractor must also ensure that inmates have the right to refuse treatment consistent with Department policy 4.5.10, Level of Therapeutic Care.

T. Contractor shall conduct Continuous Quality Improvement (CQI) according to facility policy. This

information will be made available to MDOC upon request.

SECTION XIX

Replace:

Academic, Vocational, Counseling & Recreational Services

Academic and vocational programs must be comparable to courses offered at Montana State Prison in order to provide a continuum of training for transferred inmates.

Counseling

Programs must be consistent with those offered by the Department and required by the courts and the Montana Board of Pardons as a condition for parole. These include, at a minimum: chemical dependency, anger management, cognitive restructuring, and substance abuse treatment.

A. Contractor will provide inmates with an addictions treatment program, consistent with MDOC programming.

B. Chemical dependency treatment programming must include examination of criminal personality issues and its role with addiction and should have a strong emphasis on relapse prevention. The Contractor must adhere to the Montana Department of Public Health and Human Services Addictive, Mental Disorders Division, for chemical dependency rules for correctional facilities. Programming shall be provided to inmates who have a court order requiring completion of such a program, whose crime involved drugs or alcohol, who have a history of substance abuse, who volunteer and have an assessment of chemical dependency, or who have been ordered to complete chemical dependency counseling by the Montana Board of Pardons and Parole. Cognitive Restructuring may be included in the chemical dependency programming, as approved by the Department.

C. Anger Management/Dispute Resolution programming will be provided for appropriate inmates. The course lasts ten weeks and includes; Introduction, Cues and anger reducers, external and internal triggers, developing strategies to incorporate anger reducers in day-to-day-situations, developing effective self-rewarding and self-coaching techniques, understanding short term and long term consequences; identifying and changing anger-provoking behavior, rehearsal of full sequence "win-win" behavior, overall review and reinforcement. Anger Management programming may be included in the Cognitive Restructuring programming, as approved by the Department.

D. While an inmate is housed at the Facility, Contractor shall provide sufficient counseling resources and personnel to ensure that any court-ordered counseling requirements for the programs listed in subsection (1) may be completed prior to the initial parole eligibility date of an inmate.

Recreation and Hobby

Contractor must provide adequate opportunities for physical exercise. The recreational program will include indoor, outdoor, and hobby activities. The type and level of activities must meet ACA Standards. Contractor must generally conform to and provide hobby privileges consistent with Montana State Prison Policy MSP 5.5.4.

SECTION XXI

Replace:

Inmate Work and Pay

Ninety percent (90%) of the work-eligible inmates shall be afforded the opportunity to work and/or be involved in paid programming (i.e., educational or vocational). Inmate workers must receive pay comparable to that received by inmates in Department facilities and consistent with Department policy. Funds for institutional workers pay are included in the per diem rate as set forth in Section V. Payment to inmates employed in the MCE industries programs will be the responsibility of MCE.

SECTION XXIX

Replace:

Indigent Inmates

The Contractor shall provide inmates who are indigent with personal health and welfare items in accordance with Montana State Prison Policy MSP 4.1.4, "Indigent Packages". The Contractor shall provide indigent inmates with legal postage and materials in accordance with Montana State Prison Policy MSP 5.4.1, "Indigent Legal Postage and Materials". The costs associated with providing these health, welfare, and legal materials are included in the inmate per diem rate set forth in Section V.

SECTION XXXXV

Replace:

Alternate Dispute Resolution

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

A. **Step 1:** Each party will appoint a person who shall be responsible for administering the resolution procedures regarding claims. Those appointed persons shall attempt to settle such claim. The parties agree that they shall act in good-faith to fulfill their obligations under the Contract and to resolve any disputes before resorting to legal action. If they are unable to resolve the claim within thirty (30) days after either party notifies the other that the claim has been referred for resolution, either party may declare that an impasse has been reached and proceed to Step 2.

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

   The mediation process shall be conducted in accordance with the Center for Public Resources Model Mediation Procedures of Business Disputes, unless the parties agree otherwise. The mediator shall conduct all hearings and meetings in Helena, Montana and, within thirty (30) days of appointment, shall notify the parties, in writing, of the decision stating separately findings of fact and determinations of law. If non-binding mediation does not resolve the dispute, the parties may proceed to Step 3 set out herein. If either party is dissatisfied with the mediator's findings, that party

may proceed to step 3. 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.

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

SECTION XXXXVI

Replace:

Contractor Compliance Assessment

D. The Department's Contract Monitor will prepare a Notice of Non-Compliance that will identify each instance of non-compliance with this Contract. The Department will grant the Contractor sixty (60) days to rectify the noncompliance and may also allow the Contractor additional time, as appropriate, provided the Contractor demonstrates a good-faith effort to achieve compliance.

Appendix II – Position Roster

Replaced in its entirety as per the attached.

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

SIGNATURES:

DEPARTMENT

Bill Slaughter, Director
Montana Department of Corrections

9/8/03
Date

Judy Martz, Governor
State of Montana

10-16-03
Date

CONTRACTOR

Anthony L. Grande, Vice President
State Customer Relations
Corrections Corporation of America

23.OCT.03
Date

Approved for Legal Content by:

Colleen A. White
Legal Counsel
Montana Department of Corrections

8 October, 2003
Date

REVIEWED BY:

CHELLI R. JONES
ASSISTANT GENERAL COUNSEL, CONTRACTS

DAVID M. GARFINKLE
VICE PRESIDENT, FINANCE

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
256 Male Beds

Approved:

Jimmy Turner, Vice President, Operations — Date

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	46.00
UNIT MANAGEMENT	20.00
SERVICES	5.00
PROGRAMS	7.00
HEALTH SERVICES	7.00
EDUCATION	6.00
TOTAL	101.00

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mail Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						10.00

	SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Security	1	0	0	5	1.00	1.00
	Shift Supervisor	1	1	1	7	1.72	5.00
	Assistant Shift Supervisor	0	0	0	7	1.72	0.00
*	Safety Officer	0	0	0	5	1.00	0.00
*	Grievance Officer	0	0	0	5	1.00	0.00
*	Visitation Officer	1	0	0	5	1.00	1.00
*	Transportation Officer	4	0	0	5	1.00	4.00
*	Work Detail Officer	0	0	0	5	1.00	0.00
*	Central Control	2	2	1	7	1.72	9.00
*	Perimeter Patrol (Mobile)	1	1	1	7	1.72	5.00
*	Recreation Officer	1	1	0	7	1.72	3.00
*	Utility/Search & Escort Officer	1	1	1	7	1.72	5.00
*	Utility/Segregation Officer	0	0	0	7	1.72	0.00
*	Laundry Officer	1	0	0	5	1.20	1.00
*	Industry Officer	0	0	0	5	1.20	0.00
*	Segregation Officer	1	1	1	7	1.72	5.00
*	Medical Officer	1	0	0	5	1.00	1.00
*	Education Officer	1	0	0	5	1.20	1.00

*	Kitchen Officer	1	1	0	7	1.72	3.00

	SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
*	Armory/Key Control Officer	1	0	0	5	1.00	1.00
*	Front Lobby Officer	0	0	0	7	1.72	0.00
*	STG/Investigative Officer	0	0	0	5	1.00	0.00
	Administrative Clerk	1	0	0	5	1.00	1.00
	TOTAL						46.00

	UNIT MANAGEMENT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	UNIT 1 (3 Pods)						
	Unit Manager	1	0	0	5	1.00	1.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	2	2	2	7	1.72	10.00
	UNIT 2 (3 Pods)						
	Unit Manager	0	0	0	5	1.00	0.00
	Case Manager	0	0	0	5	1.00	0.00
	Sr. Correctional Officer	0	0	0	7	1.72	0.00
*	Pod Control	0	0	0	7	1.72	0.00
*	Housing Officer	0	0	0	7	1.72	0.00
	TOTAL						20.00

	SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Warehouse Manager	1	0	0	5	1.00	1.00
	Warehouse Worker	1	0	0	5	1.00	1.00
**	Food Service Manager	1	0	0	5	1.00	*Contract*
**	Food Service Supervisor	0	1	0	5	1.00	*Contract*
**	Food Service Worker	1	1	0	7	1.72	*Contract*
	Maintenance Supervisor	1	0	0	5	1.00	1.00
	Maintenance Worker	2	0	0	5	1.00	2.00
	TOTAL						5.00

	PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Classification Supervisor	1	0	0	5	1.00	1.00
	Psychologist	1	0	0	5	1.00	1.00
	Mental Health Coordinator	0	0	0	5	1.00	0.00
	Records Clerk	0	0	0	5	1.00	0.00
	Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
	Addiction Treatment Counselor	1	0	0	5	1.00	1.00
	Recreation Supervisor	1	0	0	5	1.00	1.00
	PROGRAMS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Chaplain	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
**	Contract Attorney				PRN/CONTRACT		

TOTAL						7.00

	HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	RN	1	1	1	7	1.72	5.00
	LPN	0	0	0	5	1.72	0.00
	Medical Records Clerk	1	0	0	5	1.00	1.00
**	Physician				PRN/CONTRACT		
**	Dentist				PRN/CONTRACT		
**	Dental Hygienist				PRN/CONTRACT		
**	Psychiatrist				PRN/CONTRACT		
**	Optometrist				PRN/CONTRACT		
	TOTAL						7.00

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Principal	1	0	0	5	1.00	1.00
Academic Instructor	2	0	0	5	1.00	2.00
Vocational Instructor	1	0	0	5	1.00	1.00
Librarian Aide	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
TOTAL						6.00

**** Post positions included in the Correctional Officer job classification.***

***** Positions hired on a contractual or fee basis for services rendered.***

CROSSRO ADS256- 12/10/02

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA

257-344 Male Beds

Approved: *Signature on File*

Jimmy Turner, Vice President, Operations

Date

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	53.00
UNIT MANAGEMENT	26.00
SERVICES	5.00
PROGRAMS	7.00
HEALTH SERVICES	8.00
EDUCATION	6.00
TOTAL	115.00

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mail Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						10.00

	SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Security	1	0	0	5	1.00	1.00
	Shift Supervisor	1	1	1	7	1.72	5.00
	Assistant Shift Supervisor	1	0	0	7	1.72	2.00
*	Visitation Officer	1	0	0	5	1.00	1.00
*	Transportation Officer	4	0	0	5	1.00	4.00
*	Work Detail Officer	1	0	0	5	1.00	1.00
*	Central Control	2	2	1	7	1.72	9.00
*	Perimeter Patrol (Mobile)	1	1	1	7	1.72	5.00
*	Recreation Officer	1	2	0	7	1.72	5.00
*	Utility/Search & Escort Officer	1	1	1	7	1.72	5.00
*	Laundry Officer	1	0	0	5	1.20	1.00
*	Segregation Officer	1	1	1	7	1.72	5.00
*	Medical Officer	1	0	0	5	1.00	1.00
*	Education Officer	1	0	0	5	1.20	1.00
*	Kitchen Officer	1	1	0	7	1.72	3.00
*	Armory/Key Control Officer	1	0	0	5	1.00	1.00
*	Front Lobby Officer	1	0	0	7	1.72	2.00

	Administrative Clerk	1	0	0	5	1.00	1.00
	TOTAL						53.00

	UNIT MANAGEMENT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	UNIT 1 (3 Pods)						
	Unit Manager (Units 1 & 2)	1	0	0	5	1.00	1.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer (Units 1 & 2)	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	2	2	2	7	1.72	10.00
	UNIT 2 (1 Pod)						
	Case Manager	1	0	0	5	1.00	1.00
*	Housing Officer	1	1	1	7	1.72	5.00
	TOTAL						26.00

	SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Warehouse Manager	1	0	0	5	1.00	1.00
	Warehouse Worker	1	0	0	5	1.00	1.00
**	Food Service Manager	1	0	0	5	1.00	*Contract*
**	Food Service Supervisor	0	1	0	5	1.00	*Contract*
**	Food Service Worker	1	1	0	7	1.72	*Contract*
	Maintenance Supervisor	1	0	0	5	1.00	1.00
	Maintenance Worker	2	0	0	5	1.00	2.00
	TOTAL						5.00

	PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Classification Supervisor	1	0	0	5	1.00	1.00
	Psychologist	1	0	0	5	1.00	1.00
	Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
	Addiction Treatment Counselor	1	0	0	5	1.00	1.00
	Recreation Supervisor	1	0	0	5	1.00	1.00
	Chaplain	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
**	Contract Attorney				PRN/CONTRACT		
	TOTAL						7.00

	HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	RN	1	1	1	7	1.72	5.00
	LPN	1	0	0	5	1.00	1.00
	Medical Records Clerk	1	0	0	0	1.00	1.00
	HEALTH SERVICES	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
**	Physician				PRN/CONTRACT		
**	Dentist				PRN/CONT		

		RACT	
**	Dental Hygienist	PRN/CONT RACT	
**	Psychlatrist	PRN/CONT RACT	
**	Optometrist	PRN/CONT RACT	
	TOTAL		8.00

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Principal	1	0	0	5	1.00	1.00
Academic Instructor	2	0	0	5	1.00	2.00
Vocational Instructor	1	0	0	5	1.00	1.00
Librarian Aide	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
TOTAL						6.00

**** Post positions included in the Correctional Officer job classification.***

CROSSRO ADS344- 12/10/02

***** Positions hired on a contractual or fee basis for services rendered.***

NOTE: Increase/decrease in staffing level will be commensurate with increase/decrease in inmate population.

Ratios:	**CCA**	**Nat'l Avg.****
Correctional Officer to Inmate (64)	1:5.4	1:5.4
Uniformed Staff to Inmate (73)	1:4.7	1:4.5
Total Staff to Inmate (120 - includes contract staff)	1:2.9	1:3.1

**Source: The 2001 Corrections Yearbook - Adult Corrections

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
345-432 Male Beds

Approved:

Jimmy Turner, Vice President, Operations

Date

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	65.00
UNIT MANAGEMENT	34.00
SERVICES	7.00
PROGRAMS	10.00
HEALTH SERVICES	8.00
EDUCATION	8.00
TOTAL	142.00

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mail Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						10.00

	SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Chief of Security	1	0	0	5	1.00	1.00
	Shift Supervisor	1	1	1	7	1.72	5.00
	Assistant Shift Supervisor	1	1	1	7	1.72	5.00
*	Safety Officer	0	0	0	5	1.00	0.00
*	Grievance Officer	1	0	0	5	1.00	1.00
*	Visitation Officer	2	0	0	5	1.00	2.00
*	Transportation Officer	4	0	0	5	1.00	4.00
*	Work Detail Officer	1	0	0	5	1.00	1.00
*	Central Control	2	2	1	7	1.72	9.00
*	Perimeter Patrol (Mobile)	1	1	1	7	1.72	5.00
*	Recreation Officer	2	2	0	7	1.72	7.00
*	Utility/Search & Escort Officer	1	1	1	7	1.72	5.00
*	Utility/Segregation Officer	1	1	0	7	1.72	3.00
*	Laundry Officer	1	0	0	5	1.20	1.00
*	Industry Officer	1	0	0	5	1.20	1.00
*	Segregation Officer	1	1	1	7	1.72	5.00
*	Medical Officer	1	0	0	5	1.00	1.00
*	Education Officer	1	0	0	5	1.20	1.00

*	Kitchen Officer	1	1	0	7	1.72	3.00
	SECURITY/OPERATIONS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
*	Armory/Key Control Officer	1	0	0	5	1.00	1.00
*	Front Lobby Officer	1	0	0	7	1.72	2.00
*	STG/Investigative Officer	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
	TOTAL						65.00

	UNIT MANAGEMENT	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	UNIT 1 (3 Pods)						
	Unit Manager	1	0	0	5	1.00	1.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	2	2	2	7	1.72	10.00
	UNIT 2 (2 Pod)						
	Unit Manager	0	0	0	5	1.00	0.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	1	1	1	7	1.72	5.00
	TOTAL						34.00

	SERVICES	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Warehouse Manager	1	0	0	5	1.00	1.00
	Warehouse Worker	2	0	0	5	1.00	2.00
**	Food Service Manager	1	0	0	5	1.00	*Contract*
**	Food Service Supervisor	0	1	0	5	1.00	*Contract*
**	Food Service Worker	1	1	0	7	1.72	*Contract*
	Maintenance Supervisor	1	0	0	5	1.00	1.00
	Maintenance Worker	3	0	0	5	1.00	3.00
	TOTAL						7.00

	PROGRAMS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Classification Supervisor	1	0	0	5	1.00	1.00
	Psychologist	1	0	0	5	1.00	1.00
	Mental Health Coordinator	0	0	0	5	1.00	0.00
	Records Clerk	1	0	0	5	1.00	1.00
	Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
	Addiction Treatment Counselor	2	0	0	5	1.00	2.00
	Recreation Supervisor	1	0	0	5	1.00	1.00
	PROGRAMS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Chaplain	1	0	0	5	1.00	1.00
	Administrative Clerk	2	0	0	5	1.00	2.00
**	Contract Attorney				PRN/CONTRACT		

TOTAL						10.00

	HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	RN	1	1	1	7	1.72	5.00
	LPN	1	0	0	5	1.00	1.00
	Medical Records Clerk	1	0	0	5	1.00	1.00
**	Physician			PRN/CONT RACT			
**	Dentist			PRN/CONT RACT			
**	Dental Hygienist			PRN/CONT RACT			
**	Psychiatrist			PRN/CONT RACT			
**	Optometrist			PRN/CONT RACT			
	TOTAL						8.00

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Principal	1	0	0	5	1.00	1.00
Academic Instructor	3	0	0	5	1.00	3.00
Vocational Instructor	2	0	0	5	1.00	2.00
Librarian Aide	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
TOTAL						8.00

**** Post positions included in the Correctional Officer job classification.***

***** Positions hired on a contractual or fee basis for services rendered.***

CROSSRO ADS432-10/2/02

NOTE: Increase/decrease in staffing level will be commensurate with increase/decrease in inmate population.

CROSSROADS CORRECTIONAL CENTER
SHELBY, MONTANA
432-512 Male Beds

Approved:

Jimmy Turner, Vice President, Operations — Date

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	70.00
UNIT MANAGEMENT	40.00
SERVICES	7.00
PROGRAMS	14.00
HEALTH SERVICES	8.00
EDUCATION	13.00
TOTAL	162.00

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Mail Clerk	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						10.00

SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Security	1	0	0	5	1.00	1.00
Shift Supervisor	1	1	1	7	1.72	5.00
Assistant Shift Supervisor	1	1	1	7	1.72	5.00
* Safety Officer	1	0	0	5	1.00	1.00
* Grievance Officer	1	0	0	5	1.00	1.00
* Visitation Officer	2	0	0	5	1.20	3.00
* Transportation Officer	5	0	0	5	1.00	5.00
* Work Detail Officer	1	0	0	5	1.00	1.00
* Central Control	2	2	1	7	1.72	9.00
* Perimeter Patrol (Mobile)	1	1	1	7	1.72	5.00
* Recreation Officer	2	2	0	7	1.72	7.00
* Utility/Search & Escort Officer	1	1	1	7	1.72	5.00
* Utility/Segregation Officer	1	1	0	7	1.72	3.00
* Laundry Officer	1	0	0	5	1.20	1.00
* Industry Officer	1	0	0	5	1.20	1.00
* Segregation Officer	1	1	1	7	1.72	5.00
* Medical Officer	1	1	0	5	1.00	3.00
* Education Officer	1	0	0	5	1.20	1.00

*	Kitchen Officer	1	1	0	7	1.72	3.00

	SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
*	Armory/Key Control Officer	1	0	0	5	1.00	1.00
*	Front Lobby Officer	1	0	0	7	1.72	2.00
*	STG/Investigative Officer	1	0	0	5	1.00	1.00
	Administrative Clerk	1	0	0	5	1.00	1.00
	TOTAL						70.00

	UNIT MANAGEMENT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	UNIT 1 (3 Pods)						
	Unit Manager	1	0	0	5	1.00	1.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	2	2	2	7	1.72	10.00
	UNIT 2 (2 Pod)						
	Unit Manager	1	0	0	5	1.00	1.00
	Case Manager	2	0	0	5	1.00	2.00
	Sr. Correctional Officer	0	1	0	7	1.72	2.00
*	Pod Control	1	1	1	7	1.72	5.00
*	Housing Officer	2	2	2	7	1.72	10.00
	TOTAL						40.00

	SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Warehouse Manager	1	0	0	5	1.00	1.00
	Warehouse Worker	2	0	0	5	1.00	2.00
**	Food Service Manager	1	0	0	5	1.00	*Contract*
**	Food Service Supervisor	0	1	0	5	1.00	*Contract*
**	Food Service Worker	1	1	0	7	1.72	*Contract*
	Maintenance Supervisor	1	0	0	5	1.00	1.00
	Maintenance Worker	3	0	0	5	1.00	3.00
	TOTAL						7.00

	PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Classification Supervisor	1	0	0	5	1.00	1.00
	Programs Manager	1	0	0	5	1.00	1.00
	Psychologist	1	0	0	5	1.00	1.00
	Mental Health Coordinator	1	0	0	5	1.00	1.00
	Records Clerk	1	0	0	5	1.00	1.00
	Addiction Treatment Coordinator	1	0	0	5	1.00	1.00
	Addiction Treatment Counselor	2	1	0	5	1.00	3.00
	Recreation Coordinator	1	0	0	5	1.00	1.00
	Recreation Supervisor	1	0	0	5	1.00	1.00
	PROGRAMS	**1ST SHIFT**	**2ND SHIFT**	**3RD SHIFT**	**DAYS COVERED**	**RELIEF FACTOR**	**TOTAL STAFF**
	Chaplain	1	0	0	5	1.00	1.00
	Administrative Clerk	2	0	0	5	1.00	2.00

**	Contract Attorney				PRN/CONT RACT		
	TOTAL						14.00

	HEALTH SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Health Services Administrator	1	0	0	5	1.00	1.00
	RN	1	1	1	7	1.72	5.00
	LPN	1	0	0	5	1.00	1.00
	Medical Records Clerk	1	0	0	5	1.00	1.00
**	Physician				PRN/CONT RACT		
**	Dentist				PRN/CONT RACT		
**	Dental Hygienist				PRN/CONT RACT		
**	Psychiatrist				PRN/CONT RACT		
**	Optometrist				PRN/CONT RACT		
	TOTAL						8.00

	EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
	Principal	1	0	0	5	1.00	1.00
	Instructor Supervisor	1	0	0	5	1.00	1.00
	Education Counselor	1	0	0	5	1.00	1.00
	Academic Instructor	4	0	0	5	1.00	4.00
	Vocational Instructor	3	0	0	5	1.00	3.00
	Computer Lab Tech	1	0	0	5	1.00	1.00
	Librarian Aide	1	0	0	5	1.00	1.00
	Secretary	1	0	0	5	1.00	1.00
	TOTAL						13.00

** Post positions included in the Correctional Officer job classification.*

CROSSRO ADS432-10/2/02

*** Positions hired on a contractual or fee basis for services rendered.*

***NOTE:* Increase/decrease in staffing level will be commensurate with increase/decrease in inmate population.**

AMENDMENT 1

The Montana Department of Corrections (Department) and Corrections Corporation of America agree to amend the Contract for Operation and Management Services (Contract) entered into between the Parties the 22nd day of July 1998.

WHEREAS Correction Corporation of America merged into Prison Realty Corporation, a Maryland Corporation; and

WHEREAS a new management corporation, Correctional Management Services Corporation, was formed to provide correctional facility operations and management; and

WHEREAS pre-merger Corrections Corporation of America assigned rights to use the trade name Corrections Corporation of America to Correctional Management Services Corporation, doing business as Corrections Corporation of America, for use in its operational and management obligations;

WHEREAS, in May 1999, Correctional Management Services Corporation changed its name to Corrections Corporation of America (hereinafter referred to as post-merger CCA);

WHEREAS pre-merger Corrections Corporation of America wishes to assign its rights and delegate its duties under the Contract for Operations and Management Services between Corrections Corporation of America and the Montana Department of Corrections to post-merger CCA; and

WHEREAS the Contract for Operations and Management Services, Section XXXIV, "Assignment" requires Corrections Corporation of America to obtain the express written permission of the Department prior to assignment of the rights and delegation of the duties of said Contract,

THEREFORE, in consideration of the following mutual promises, the parties agree as follows:

1) The Department agrees to recognize the assignment of the Contract for Operations and Management Services from the pre-merger Corrections Corporation of America to post-merger CCA.

2) Section V.D.5., Compensation and Adjustments is amended to read:

The Department will prepay the Contractor for six (6) months of the first-year operating per diem in the amount of $2,234,898. This prepayment will be made following the first inmate movement. The Contractor agrees that this amount is a prepayment only; it must be deducted from the Contractor's monthly invoice beginning with the December, 1999 billing. The prepayment must be fully repaid with the May, 2000 billing.

3) Section I: Contract Terms is amended to include the following definition:

Priority I incidents: means death of an offender; extensive property damage; hostage situations; sexual assaults; assaults involving hospitalization; riot/disturbance; escape; power outage; suicide; strikes; or any occurrence the Facility Administrator believes may result in an unusual level of public attention.

4) Section XXVIII: Communications is amended to read:

A. Priority I Incidents: The Facility Administrator will ensure that the Department Duty Officer receives immediate verbal notification of all Priority I incidents. Written reports concerning these incidents shall be faxed to the Department within 8 hours of discovery of the incident.

B. Daily Operational Reports: The fill-in-the-blank, daily operations form, supplied by the Department, includes issues such as all temporary lock-up incidents, severe and major disciplinary reports, off-site medical transport, use of force incidents, administrative segregation placements, inmate-on-inmate assaults, inmate-on-staff assaults, contraband seizures, and urinalysis reports. Daily reports completed by the facility will be given to the onsite monitor, or at the request of the Contract Placement Bureau Chief, faxed to the Contract Placement Bureau.

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

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

E. Counts: Any count changes at the facility will be reported to the onsite contract monitor and, as requested, to the Contract Placement Unit in Deer Lodge at the time of the count change. Count changes required to be reported include, but are not limited to, inmates on leave to court, transfers from other facilities, transfers to Pre-Releases, MCDC, TSCTC (boot camp), Corrections Connections,

discharges, parole, or extended hospital stays. The report shall include the new total count and the name and AO number of the inmate(s) moved.

F. Contractor will designate and provide a listing of onsite key personnel. These key personnel shall be responsible for the effective exchange of information between the Facility, Toole County Sheriff and Department.

G. Department liaison's listing - Contract Placement Bureau Chief

5) There shall be a new section that reads as follows:

Section XXXXIX

Assurances: Post-merger CCA is a Tennessee corporation authorized to conduct the business of managing correctional facilities within the state of Montana. Based upon recent representations made by post-merger CCA to the Department concerning its recent corporate reorganization, post-merger CCA now warrants that it is a corporation with adequate capitalization sufficient to ensure the operation of the Facility as provided in the Contract.

6) There shall be a new section that reads as follows:

Section L

Inmate Transportation: Contractor agrees to pay for all transportation costs, including security, in transporting inmates to the Facility. Initial transportation and occupancy shall occur according to the following schedule:

Week of	Inmates (Facility/ Classification)	Total
9-6-99	40 (Montana State Prison/20 ad.seg., 20 close)	40
9-16-99	40 (Montana State Prison)	80
9-20-99	34 (CCA-New Mexico)	114
9-27-99	68 (CCA-Arizona)	186
10-4-99	68 (CCA-Tennessee)	250

7) There shall be a new section that reads as follows:

Section LI

Expansion: Contractor, on sixty (60) days' notice, agrees to house additional inmates transferred to the Facility in a number not to exceed the design specifications of the unit(s) Contractor proposes to use in housing and managing the additional inmates. The

Contractor and the Department agree that each subsequent transfer will consist of approximately forty (40) inmates.

The above amendments are effective upon obtaining the last signature of the parties and are to be interpreted as an integral part of the Contract. The terms of these amendments shall control to the extent of any ambiguity between the language of the Contract and the amended sections. The remaining sections of the original Contract shall remain as written and have full force and effect.

By signing below, the parties represent and warrant that they possess the authority to bind the party represented.

Signatures:

DEPARTMENT

Marc Racicot, Governor
State of Montana

9-9-99
Date

Rick Day, Director
Department of Corrections

CONTRACTOR

Doctor Crants, Chairman/CEO
Corrections Corporation of America
Chairman, Prison Realty Corporation

September 7, 1999
Date

9-8-99
Date

Approved for legal content by:

Legal Counsel
Dept. of Corrections

September 8, 1999
Date

1-01-72-03

CONTRACT FOR OPERATION AND MANAGEMENT SERVICES

Authorized by the Private Correctional Facility Act:
53-30-601 through 53-30-611, M.C.A. (1997)

MINIMUM, MEDIUM, CLOSE, SECURITY PRISON FOR ADULT MALE OFFENDERS

BY AND BETWEEN

MONTANA DEPARTMENT OF CORRECTIONS
1539 11th Avenue, Helena, Montana

and

CORRECTIONS CORPORATION OF AMERICA
10 Burton Hills Boulevard, Nashville, Tennessee 37215

RECITALS

WHEREAS, in House Bill 2 the Fifty-fifth Montana Legislature authorized the Department to issue a Request for Proposals and enter into a contract with a private vendor during the 1999 biennium for the construction of a correctional facility of approximately 500 beds and the housing of inmates in the facility; and

WHEREAS, the Department of Corrections issued a Request for Proposals and received bid proposals from 5 private prison companies, including Corrections Corporation of America; and

WHEREAS, on the basis of the proposals, further clarifications, and best and final offers the Department of Corrections selected Corrections Corporation of America's proposal as the most advantageous for the State of Montana; and

WHEREAS, in House Bill 83 the Fifty-fifth Montana Legislature set standards for the construction and operation of private prisons in Montana; and

WHEREAS, the Montana Legislature has required that private prisons must substantially conform with American Correctional Association standards and National Commission on Correctional Health Care standards;

NOW THEREFORE, the Department of Corrections and Corrections Corporation of America as parties to this contract, and in consideration of the mutual promises contained herein, agree as follows:

THIS CONTRACT IS CONTINGENT UPON APPROVAL OF FUNDING BY THE FIFTY-SIXTH LEGISLATURE AS WELL AS FUNDING BY EACH SUCCESSIVE LEGISLATURE.

SECTION I

Contract Terms

ACA; means American Correctional Association.

ACA Standards; means Standards for Adult Correctional Institutions published by the American Correctional Association, in effect as of September 1999, and as the same may be modified, amended, or as supplemented in the future.

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

Bona fide Montana resident; means a person who, at the time of employment and immediately prior to the time of employment, has lived in this state in a manner and for a time that is sufficient to clearly justify the conclusion that the person's past habitation in this state has been coupled with an intention to make it the person's home. Sojourners or persons who come to Montana solely in pursuance of any contract or agreement to perform labor may not be considered to be Bona fide residents of Montana.

Conflict of Standards; means that a conflict exists between ACA Standards, NCCHC Standards, federal, state or local law or regulation, and/or the Contract.

Contract Monitor; means the MDOC employee or employees designated to monitor the operation of the facility for compliance with the Correctional Services Contract.

Contractor; means Corrections Corporation of America.

Department; means Montana Department of Corrections.

Facility; means the fully equipped and furnished prison which is operated by the Contractor. Facility includes all housing units, administrative offices, classrooms, hearing room, medical infirmary unit and all other structures of whatever kind including roads, fences, infrastructure, utility systems, etc., to be constructed for the incarceration of inmates assigned by MDOC.

FF&E; means furnishings, fixtures and equipment with a unit cost of $500.00 or more and a useful life of one year or more for the facility.

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

For Cause; includes, but is not limited to:

1) failure of a party to comply with the terms of this Contract;
2) Contractor bankruptcy, reorganization, or liquidation; or
3) failure of Contractor to comply with the Private Correctional Facility Act, ACA or NCCHC Standards, Department rules.

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

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

MSP; means Montana State Prison.

NCCHC; means National Commission on Correctional Health Care Standards for Adult Correctional Institutions published by the National Commission on Correctional Health Care, in effect as of September 1999, and as the same may be modified, amended, or as supplemented in the future.

Per Diem; means the cost per inmate per day to which these parties agreed.

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

Proposal; means all materials submitted by the Contractor in response to the Department's RFP and any amendments thereto including the Department's Addendum #1 to the RFP dated December 19, 1997, follow up clarifications to Addendum #1 dated January 27, February 5 and 10, 1998, written responses to all questions for clarifications, and Contractor's Best and Final Offer dated June 12, 1998.

RFP; means the Department's Request for Proposal, "RFP No.PP.500-97".

Security "Minimum"; means the custody level of inmates whose movement within the Facility is unrestricted. Moderate supervision may be implemented when minimum custody inmates are secured within their assigned housing unit or work site. Work assignments are authorized inside and outside any perimeter fence. For movement within the Facility, no restraints are required. A minimum of one staff must escort on transports outside the Facility.

Security "Medium"; means the custody level of inmates whose movement within the Facility is restricted. Work assignments are authorized in a double or single fenced compound with indirect supervision. For movement within the Facility, no restraints are required. For movement out of the Facility, wrist and belt restraints are required. A minimum of one staff must escort medium custody inmates on transports out of the Facility.

Security "Close"; means the custody level of inmates whose movement within the Facility is very restricted. These inmates typically include inmates released from Maximum custody or disciplinary segregation who have serious records of institutional misconduct and who are re-entering general population. Close custody also includes reception inmates awaiting transfer to the appropriate housing unit (excluding On Leave to Custody (OLTC) and ten day furlough returns), "Temporary Lock up" for inmates facing disciplinary and reclassification hearings for serious rule infractions and inmates serving detention time for disciplinary violations. Work assignments are limited to inside a double-fenced perimeter with direct supervision. For movement within the Facility, no restraints are required. For movement outside the Facility, wrist, belt and leg restraints are required. A minimum of two staff must escort Close custody inmates on transports out of the Facility.

State; means State of Montana

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

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

Supervision "Moderate"; means inmates may be in an assigned area without the immediate presence of staff, but staff check on the inmate at specific, non-routine intervals.

SECTION II

Policy Statement

A. This Contract between the Department and the Contractor for the operation and management of a private prison, entered for the benefit of the public and inmates, is premised on the following goals of privatization:

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

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

3. to provide the public and inmates with prison services that meet the requirements of the American Correctional Association, the National Commission on Correctional Health Care, licensing requirements of the State of Montana, and other minimum standards that may be promulgated by the Department; and

4. to provide the State of Montana with the opportunity to compare the costs and benefits of privatized corrections with the costs and benefits of public corrections.

This Contract is entered in consideration of these goals of privatization.

General Requirements

A. The Contractor shall provide all services and management for the operation of a 500 bed, minimum to close security prison for adult male offenders. Contractor shall begin accepting inmates no later than September 1, 1999, on a schedule of up to 100 inmates per week. Total occupancy level is estimated to be achieved on or before November 1, 1999.

B. It is anticipated that the Facility capacity will be expanded. Contractor shall cooperate with the Department concerning scheduling Facility expansion.

C. The Department's RFP, Addendum to the RFP, follow up notices to the Addendum, Contractor's Proposal, and Contractor's changes to Proposal through the Best and Final Offer

Process are hereby incorporated by reference and are made a part of this Contract as if set forth in full herein. This Contract consists of and precedence is established by the order of the following documents incorporated into this Contract:

4. This Contract document;
2. The RFP, including Addendums and follow up notices; and,
3 The Proposal, including Addendums and Contractor's Best and Final Offer, as accepted by the Department.

D. The Contractor shall notify the Department in writing of any alleged conflict between the documents and any alleged conflict shall be resolved by the Department after review of the alleged conflict according to the considerations set forth herein. The documents in the preceding paragraph are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency.

E. In accordance with requirements of 53-30-601 through 53-30-611, MCA, the Facility must be licensed by the Department as a "private correctional facility" by August 1, 1999.

F. The Contractor must achieve ACA accreditation within three years from the opening date of the Facility and must maintain ACA accreditation for the life of this Contract.

G. The Contractor must achieve National Commission on Correctional Health Care accreditation of its health services operation within three years from the opening date of the Facility and must maintain NCCHC accreditation for the life of the Contract.

H. The Facility will house minimum, medium, and close custody adult male offenders as authorized by the Private Correctional Facility Act: 53-30-601 through 53-30-611, M.C.A. The Contractor shall comply with the provisions of 53-30-603, M.C.A. for housing inmates. In the event the law permits housing inmates, other than those assigned by the Department, the Department retains first option to house its inmates in the Facility.

SECTION III

Duration

A. The Operations and Management Contract will cover an initial term of four (4) years, scheduled to begin on September 1, 1999, and end on August 31, 2003. The parties may renew this Contract for eight (8), two (2)-year periods, all said periods subject to satisfactory evidence of contractual compliance. The total life of the Contract shall not exceed twenty (20) years.

B. The parties shall mutually notify the other party in writing not less than 180 days prior to the expiration of the Contract of the party's intention to renew or not renew this Contract. Failure of a party to notify the other as set forth herein shall be construed as a decision not to renew this Contract.

C. It is understood and agreed that this Contract is dependent upon appropriation of funds for this Contract by the Montana Legislature. Further, the parties recognize that the act of appropriation is a legislative act. The Department agrees to take such action as is necessary under the laws applicable to the State to timely and properly budget for and request the appropriation of funds from the Legislature of the State of Montana which will permit the Department to make all payments required under this Contract.

SECTION IV

Conditions for Termination

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

Default/Non-compliance
Contractor Insolvency
Unavailability of Funds
Destruction/Condemnation

1. Termination for Default or Noncompliance

a. If the Department determines that Contractor is determined to be in breach of any of the terms and conditions of this Contract, and such breach is not cured within 60 days of receipt of written notice thereof, Contractor shall be declared in default. The Department shall have the right by further written notice to terminate this Contract on any future date not less than 10 days from the date of such further notice. The parties, by written mutual agreement, may extend the time period for Contractor to cure a breach. Notwithstanding the foregoing, the Department may terminate this Contract immediately and without notice if there is an imminent threat of injury to life or property caused by a default by the Contractor of a term of this Contract.

b. A breach of performance by the Contractor for which the Contract may be terminated may include, but is not limited to:

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

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

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

c. The Contractor and/or its surety must be jointly and severally liable to the State of Montana/Department of Corrections for all loss, cost or damage sustained by the State of Montana/Department of Corrections as a result of the Contractor's default; provided, however that a Contractor's surety liability must not exceed the final sum specified in the Contractor's bond.

2. Termination for Contractor Insolvency

If Contractor applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invokes or takes advantage of any insolvency law, or if an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Contractor a bankrupt or insolvent or approving a petition seeking reorganization of Contractor or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed for thirty (30) days, then the Department may by written notice terminate this Contract effective on any future date specified in such notice. In the event of filing of a petition for bankruptcy by or against the Contractor, the Department shall have the right to terminate the Contract upon the same terms and conditions as termination for default.

3. Termination for Unavailability of Funds

In the event that funds for the Contract become unavailable, the Department shall have the right to terminate the Contract without penalty.

4. Termination due to Destruction or Condemnation

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

5. Procedure on Termination

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

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

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

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

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

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

vi. transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Department all files, processing systems, data manuals, or documentation, in any form, that relate to work terminated by the Notice of Termination;

vii. complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and

viii. take such action as may be necessary, or as the Department may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the Department may acquire an interest.

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

SECTION V

Compensation and Adjustments

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

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

C. All payments made under this Contract shall be made only upon submission by Contractor of an invoice specifying the amounts due and certifying that services requested under the Contract have been performed in accordance with the Contract. The invoices shall be submitted by Contractor each month for the fixed rate per inmate day of the preceding month and shall contain the names and inmate number (A.O.#) of all inmates in the custody of the Contractor and their date of incarceration at the Facility and date of release, if applicable. The Department shall pay each correctly submitted invoice within ten (10) days of receipt of invoice. The Department will make reasonable efforts to effect payment to Contractor by wire transfer in accordance with Contractor's written instructions.

D. In consideration for all services provided, and barring any Contractor Compliance Assessment adjustments resulting from the Department's Contract monitoring processes, the Department will pay Contractor according to the following schedules:

1. The Operations and Management per diem rate for the contract year ending June 30, 2000 shall be $40.25 per inmate day for a total compensation estimated to not exceed $623,875 per month, and $7,365,750, for the period.

2. The Operations and Management per diem rate for the contract year ending June 30, 2001 shall be $41.34 per inmate day for a total compensation estimated to not exceed $640,720 per month, and $7,543,957 for the period.

3. The Operations and Management per diem rate for the contract year ending June 30, 2002 shall be $42.45 per inmate day for a total compensation estimated to not exceed $658,019 per month, and $7,747,644 for the period.

4. The Operations and Management per diem rate for the contract year ending June 30, 2003 shall be $43.60 per inmate day for a total compensation estimated to not exceed $675,786 per month, and $7,956,830 for the period.

5. The Department will advance the Contractor six (6) months of the first year operating per diem in the amount of $3,622,500. This advance will be made by no later than July 5, 1999. The Contractor agrees that this advance will be deducted from its monthly invoice beginning December of 1999 and ending May of 2000.

SECTION VI

Contractor Indemnification

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

SECTION VII

Responsibility for Habeas Corpus and Litigation Procedures

A. The Department shall defend Contractor, Contractor's subcontractors, representatives and employees in any habeas corpus or post-conviction relief action to the extent such action challenges the validity of the conviction or the sentence to the Montana Department of Corrections or the decision to transfer an inmate to the Facility. Except as provided herein, the Contractor's costs of legal services for protecting its interest in actions the Department has agreed herein to defend, shall be deemed usual costs incidental to the operation of the Facility.

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

C. The Department shall notify the Contractor of any litigation filed by Contractor's inmates and served upon the Department by complete FAX copy within twenty-four (24) hours of service upon or receipt by the Department, and Department shall also mail copies of such documentation to the Contractor within such twenty-four (24) hour period. All such documents will be faxed and mailed to Linda Cooper, Vice President, Legal Affairs, Corrections Corporation of America, in Nashville, Tennessee.

SECTION VIII

Insurances

A. General Insurance Requirements: Binders required by this section must be received within 10 days of the execution date of the Contract and copies of all certificates and endorcements must be received prior to the service commencement date. The Department reserves the right to require complete copies of all insurance policies at any time. All Insurance coverage must remain in effect for four (4) years following termination of the Contract.

B. The Contractor must maintain for the duration of the Contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from work performed under this Contract. This insurance must cover claims that may be caused by any act, omission, error, negligence, or failure to comply with the Contract, by the Contractor, its officers, agents, representatives, assigns, or servants; as well as all costs and expenses incurred by the State for defense of causes of action brought by or on behalf of an inmate that accrues while the inmate is incarcerated in the Facility. The insurance must provide coverage for any claim which accrued prior to termination of this Contract.

C. The Contractor must require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with the terms of the Contracts. The Contractor must sign a waiver which requires its insurance carriers to directly notify the Department of any and all changes in coverage or carrier, including but not limited to notices of intent to cancel coverage, cancellation of coverage, or requests to change coverage during the term of this Contract or during the term of subsequent contract renewal period(s).

1. **Liability Insurance:** The Contractor must provide and maintain commercial general liability, bodily injury liability, property damage and workers' compensation insurance, insuring the interest of all parties including additional insureds, from claims for bodily injury and property damage arising from the Contractor's operations whether such operations are performed by the Contractor or by any of its subcontractors.

   a. The bodily injury liability insurance must pay on behalf of the insured all sums up to the limits provided by the policy which the insured is legally obligated to pay as damages caused by any occurrence, because of bodily injury, sickness or disease, including death.

   b. Coverage must be extended to include civil rights violations, which will include all claims brought by any persons based in whole or in part on an alleged violation of the United States or Montana constitutions, statutes, or regulations, including but not limited to suits brought pursuant to 42 U.S.C. Section 1983. Coverage must also include medical and professional liability for employed nurses including all health care workers, doctors, attorneys, counselors, psychologists, social workers and teachers. If Contractor sub-contracts any health services to be provided on-site and does not indemnify sub-contractor, evidence of sub-contractor's current insurance coverage must be retained at the Facility.

   Limits: $1 million combined single limits per occurrence
   $3 million annual aggregate combined single limits per year

2. **Property Insurance:** At its sole cost and expense, the Contractor must keep the building and all other improvements on the premises fully insured throughout the term of the Contract against the following hazards:

a. Loss or damage by fire or other such risks in an amount sufficient to permit such insurance to be written at all times on a replacement costs basis. Such loss may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies.

b. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.

c. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premises.

3. **Vehicle Insurance**: Automobile liability insurance must be Occurrence coverage with combined single limits of $1 million per occurrence/$2 million aggregate per year for bodily injury, personal injury and property damage. If commercial automobile liability insurance or anther form with a general aggregate limit is used, either the general aggregate limit must apply separately or the general aggregate limit must be twice the required occurrence limit.

B. Contractor's insurance coverage must be primary insurance in respect to the State, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

C. The Contractor must provide copies of all insurance coverage renewals to the Department's Contracts Manager annually.

D. All insurance coverages required by this section must be placed with an insurer with a Best's Rating of not less than A-.

SECTION IX

Contractor's Performance Bond

The Contractor will be required to purchase a performance security bond in the amount of $1,836,406.25, the bond being equal to 25% of the per diem rate per inmate per day times 500 times 365. The performance bond will be renewed each year and shall be required throughout the term or renewal terms of the Contract. The $1,836,406.25 performance bond covering the first contract year must be submitted to the Department's Contracts office no later than August 1, 1999.

SECTION X

Right of Entry

A. The Department shall have a right to enter the premises at any time, with or without notice.

B. The Department shall have the right to assume emergency control of the Facility if there exist substantial violations which affect the life, health, or safety of the inmates, Facility employees, or the public or that otherwise substantially impact the security of the Facility. If the Department assumes control of the Facility, the Department shall suspend payments to the Contractor.

SECTION XI

Prevailing Wage and Preferences

A. The Contractor agrees to pay the applicable standard prevailing rate of wages as determined by the Commissioner of Labor and Industry, State of Montana for work performed by Contractor's employees or the employees of Contractor's subcontractors. Appendix I contains the current Montana standard prevailing rate of wages, including fringe benefits, and is incorporated herein by reference.

B. Except for heavy and highway construction, the Contractor must pay 1) the travel allowance that is in effect and applicable to the district in which the work is being performed and 2) the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions, that meets the requirements of the Employee Retirement Income Security Act of 1974 and other Bona fide programs approved by the United States department of labor and is in effect and applicable to the district in which the work is being performed.

C. For heavy and highway construction, the Contractor shall pay the heavy and highway construction wage rates established statewide for the project.

D. Contractors, subcontractors, and employers who are performing work or providing services under the Development Contract shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees employed on such site or work area.

E. Pursuant to Section 18-2-404, MCA, the Department will withhold the first $1,000.00 of the Contract price of the Development Contract until termination thereof.

Preferences

A. The Contractor must give preference to the employment of Bona fide Montana residents.

B. The Contractor must use Montana-made goods if they are comparable in price and quality to goods manufactured outside of Montana, as required by 18-1-112, M.C.A.

SECTION XII

Facility Administration

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

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

B. The Contractor shall have a policy and procedure manual pre-approved by the Department which specifically describes its programs and services which it offers. The policy and procedure manual must be submitted to the Department for review and approval on or before May 1, 1999. Contractor's policies will generally be similar to Montana State Prison and Department policies to encourage consistent inmate management and treatment. Contractor may utilize it's own procedures for policy implementation. The Department will review and provide approval or comments within 30 days of receipt of the policy and procedure manual. The policy manual shall be reviewed annually by the Contractor and updated when necessary. All revisions to the manual must be submitted to the Department for review and approval prior to implementation. The manual must be accessible to all employees and all revisions must be circulated to all employees prior to implementation.

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

D. The Contractor shall, on an annual basis, review it's Contingency, Emergency Response and Mutual Aid plans as required in Section XVI, Security and Control. The Contractor shall meet with the Department on an annual basis to review the plans.

E. Within the first twelve (12) months of opening the Facility, the Contractor must file an action plan with the Department for achieving ACA accreditation within 3 years from date of opening. The Contractor must thereafter make application for and successfully achieve ACA accreditation by no later than September 1, 2002, which constitutes a period of 36 months of acceptance of the first inmate. The Contractor shall provide the Department with copies of all correspondence between ACA and

the Contractor as it relates to the Facility, within five (5) working days or receipt of said correspondence. If there exists a difference between the standards and state laws, the higher standard will be followed.

F. The Department Contract Monitor(s) and other authorized Department employees/agents, including the Montana Legislative Auditor, shall have immediate, unlimited access at all times to all areas of the Facility. The governor and members of the Legislature shall be admitted into the Facility at any time. All such persons desiring access of the Facility shall be subject to Contractor's routine security inspection. Contractor shall be given reasonable advance notice to accommodate organized tours of the Facility.

G. The Department's Contract Monitor shall be provided an office and furnishings including a dedicated telephone line for the sole use of the Department's Contract Monitor at no cost to the Department. The Department shall be responsible for long distance telephone call expenses. After assignment of such work space, no change in the Contract Monitor's work space or equipment shall be made by Contractor without the prior written consent of the Department. Contractor shall provide equipment for the use of the Contract Monitor(s) at no cost to Department.

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

General Administration

A. The Contractor shall develop and implement a Forced labor and Earned Incentive Program consistent with that operating at MSP.

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

C. The Contractor must develop and implement written policies and procedures consistent with Department policy 4.1.3, Offender Personal Property, specifying the personal property that inmates may retain in their possession.

D. Contractor must adopt MSP's No Tobacco Use Policy 1.3.101.

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

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

G. The Contractor must develop and implement a written policy and procedure consistent with Department policy 3.3.4, Media Access to Offenders.

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

I. The Contractor shall establish an Inmate Welfare Fund whose operation substantially conforms to the Montana State Prison Inmate Welfare Fund.

J. The Contractor will be responsible for replacing all equipment, perishables and supplies during the term of the Operations and Management Contract. At the conclusion of the Contract, all equipment will become the property of the State.

K. The Contractor will be required to provide complete inmate laundry services. Inmates must be furnished prison uniforms and climatically appropriate outer-wear which must be re-issued as needed. Clean linen including pillow cases, sheets, blankets and towels must be provided to each inmate at least weekly, or sooner, if excessively soiled.

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

M. The Contractor shall submit a Facility Condition Inventory (FCI) to the Department annually, utilizing the format set forth in the attached Appendix V.

Fiscal Management

The Contractor must, on a timely basis, provide the Department with copies of all annual reports on Form 10-K, quarterly reports on Form 10-Q, and reports on form 8-K required to be filed by Contractor with the Securities and Exchange Commission.

No Adverse Change

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

Program Audits

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

SECTION XIII

Records and Information Systems

The Contractor will be required to maintain offender records and reports which conform to those of the Department in both format and content. The Contractor will be required to utilize the Department online offender management system and incorporate it into its operation as well as interface with the current information systems developed for and in use by the Department on September 1, 1999, to report and track inmate records information including inmate population census reporting. Contractor must maintain current and accurate inmate records.

A. The Contractor is required to provide a Local Area Network with Internet Protocol (IP) capabilities for access to and use of the Department's adult offender information system (AOIS) and the State's electronic mail system. AOIS is hosted by the Department's IBM AS/400 mid-range computer, supported by the Department's Information Services Bureau personnel. The Department is responsible for the total actual cost of maintenance and support of the AOIS system. All software used by the Contractor must be compatible with the current State Standards. State software standards currently used by the Department are WordPerfect, Lotus, Lotus Approach, Attachmate, and Zip!Office. The Department will alert Contractor concerning any projected change in the Department's software standards including effective dates for implementation.

B. Contractor will be required to pay connections fees to the Department. The ongoing monthly connection fees are based on the number of staff who will be participating in AOIS and/or Zip!Office. These fees are $250.00 per month for less than 5 people and $53.00 per month per person for five or more people. The $250.00 per month fee does not include any of the connection software (Attachmate) or E-Mail software (Zip!Office). The $53.00 per month charge includes the software and, in addition, provides support for the Desktop applications. The Department will periodically bill the Contractor for the actual cost incurred by the Department. All setup and installation costs will be the responsibility of the Contractor, if any are required. The

Department will provide at no charge to the Contractor, necessary and reasonable training and technical assistance associated with Contractor access to input into AOIS.

C. The Contractor's personnel responsible for data collection and input into AOIS will be required to attend on-site and/or periodic off-site training sessions provided by the Department relating to AOIS. The Department will charge Contractor for course materials and a $25.00 administrative fee to cover processing applications and records. Only those Facility employees given security clearance by the Department may input and/or view data. All input data will be audited by the Department. Contractor will be responsible for assuring the accuracy of data input into AOIS, and will be responsible for costs attributed to ensuring and/or correcting incorrect or

inaccurate data. Data collection and input into AOIS must include, but is not limited to, the following transactions relating to inmates assigned to the Facility:

1. inmate movements (internal/external);
2. custody classification;
3. disciplinary infraction and sanctions;
4. demographic information;
5. scars and marks;
6. aliases;
7. address data for offender and family;
8. risk and needs;
9. military data;
10. association information;
11. legal data;
12. electronic images;
13. fingerprints;
14. sentencing;
15. treatment and education.

D. Contractor will not allow inmates any access to AOIS or to reports generated from AOIS;

E. Contractor will provide inmate access to the Internet in conformance with Department policies 1.6.13, Offender Access to Computers, and 1.6.16, Use of the Internet/SummitNet;

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

G. Contractor must provide the Montana Board of Pardons and Parole any reports the Board requires concerning the conduct and character of any inmate in the Contractor's custody. The Contractor must provide any other facts deemed appropriate by the Montana Board of Pardons and Parole pertinent to any inmate.

SECTION XIV

Personnel

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

B. The Facility staffing pattern shall, at a minimum, include the positions listed in Appendix II. with all positions staffed by qualified employees. It is understood and agreed that from

time to time a vacancy may occur in staff positions required by the staffing pattern. A vacancy in a position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position, and no other qualified person or employee is available to perform the duties of that position. Contractor shall notify the Department Contract Monitor in writing within three (3) working days after the date a position becomes vacant. If a position is left vacant for more than thirty (30) days for security staff or sixty (60) days for all other staff, the Contractor will incur a financial penalty according to the Contractor Compliance Assessment Schedule contained in Appendix III. However, Contractor may, prior to the expiration of the thirty (30) and/or sixty (60) day period, request that the Department grant an extension of thirty (30) days. The request for extension must include: 1) evidence that the Contractor has diligently advertised the vacant position, and 2) copies of all applications or resumes submitted for the vacancy. The Department may, at its sole discretion, grant one thirty (30) day extension. The Contractor will not be assessed a financial penalty for failing to timely fill a vacant non-security position if the Contractor continues to provide the service by contracting for the provision of the service and the Contractor continues to exercise due diligence in filling the position.

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

D. All potential employees must pass a drug test prior to beginning work at the Facility. The Contractor shall not hire a potential employee who fails a drug test. The Contractor must develop and implement a policy that will provide for pre-employment drug testing and ongoing random drug testing in conformity with State law.

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

F. Contractor must keep the Department informed as to work which Contractor subcontracts, including the names of the subcontractors. With cause, the Department reserves the right to reject any subcontractor.

G. The Contractor must include a no-strike provision in any labor agreement that it negotiates with any union that is formed or joined by its employees at the Facility. The Contractor must use its best efforts to reach early and peaceful settlement to any labor dispute including but not limited to picketing, lockouts and strikes. The Contractor must have plans in place in accordance with Department Policy 3.2.1, Emergency Preparedness, to address staffing during a strike. The Contractor must notify the Department at least sixty (60) calendar days prior to the termination of any labor agreement with its Facility employees and must notify the Department immediately upon learning of a potential or impending strike or labor dispute at the Facility. In the event of a strike or labor dispute, the Department may call on available emergency resources to operate or control the Facility until the strike or dispute has ended. In the event of a strike or labor dispute, the Contractor must cooperate fully with the

Department to ensure safe operations and must reimburse the Department for any costs it may incur during or related to the strike or dispute.

SECTION XV

Training

A. The Contractor must provide, at its expense, employee training programs substantially similar to those used by the Department. Contractor must have a written detailed training curricula plan which differentiates between training provided to different classes of employees (e.g., security, clerical). At a minimum the Contractor's employees must receive the same number of hours of pre-employment and in-service training, delivered in a like fashion (e.g., classroom instruction, on-the-job training, correspondence courses) as are required by ACA standards or Department policy 1.4.3, Training Standards, Requirements, Methods and Records, whichever is greater. The Contractor's correctional officer training curricula must be P.O.S.T. certified.

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

SECTION XVI

Security and Control

A. The Contractor must have a written Fire & Life Safety plan in accordance with Department policy 3.2.3, Fire, Life and Safety. All employees and inmates must be informed of and trained to this policy. Annual inspections by local or state fire officials must be conducted.

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

C. The Contractor and Department shall develop a Contingency Plan by July 1, 1999, for transferring control of the Facility to the Department or another contractor upon termination or expiration of this Contract.

D. The Contractor must adopt and implement Department policies 3.1.8, Use of Force and Restraints; 3.1.9, Use of Chemical Agents; 3.1.10, Use of Oleoresin Capsicum Spray in Correction Facilities/Programs; 3.1.16, Contraband Control (additional items of contraband may be identified and clearly defined in the Facility policy); and 3.1.17, Offender Searches.

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

F. The Contractor must have written procedures governing the transportation of inmates. The Contractor is responsible for all transportation and security functions including, but not limited to, the initial transfer of the inmate to the Facility, transfer of the inmate from the Facility to another correctional or detention Facility in the State of Montana, transportation for health care services, parole board hearings, disciplinary returns, and court appearances.

G. Contractor must have a written policy and procedure which is consistent with the Department's policy 3.1.20, Standardized Offender Urinalysis Screening, for UA testing. A minimum of 10% of the population must be randomly tested each month and all costs of the program are the responsibility of the Contractor. The Contractor must provide the Department with a monthly report.

H. Contractor's employees shall be allowed to use force only while on the grounds of the Facility, while transporting inmates, and while pursuing escapes from the Facility.

I. Contractor's employees shall be authorized to use only the level of force which is consistent with the Department's policies 3.1.8, Use of Force and Restraints; 3.1.9, Use of Chemical Agents; 3.1.10, Use of Oleoresin Capsicum Spray in Correction Facilities/Programs; 3.1.16, Contraband Control (additional items of contraband may be identified and clearly defined in the Facility policy); and 3.1.17, Offender Searches.

J. Contractor shall be responsible to prevent escapes from the Facility. The Contractor shall engage in hot pursuit of escapees within the property boundaries of the Facility until local or state law enforcement authorities have assumed control of the pursuit. Contractor shall immediately notify local law enforcement agencies, the Montana State Prison Command Post, and the Contract Monitor upon discovery of an unauthorized absence or escape. The Contractor shall be responsible for all costs associated with the pursuit and capture of an escapee and his transportation back to secure custody in the State of Montana. The Contractor shall develop a plan in conjunction with local law enforcement for the apprehension and reporting of escapes from the Facility.

K. Contractor shall be responsible for all costs incurred by the State or any political subdivision of the State incurred as the result of escapes, riots, disturbances, or other natural or human caused events at the Facility.

L. Contractor shall not permit any inmate to work outside the fenced perimeter of the Facility without the express written approval of the Department.

SECTION XVII

Food Services

A. The Contractor must provide three meals including two hot meals for each inmate at regular meal times during each 24 hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food demands. Contractor must adopt and implement Department policy 4.3.6, Special Diets.

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

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

D. Contractor must provide the following special diets in accordance with Department policy 4.3.6, Special Diets: low cholesterol; non-pork; modified vegetarian; strict vegetarian; low sodium; low sugar; modified consistency diet for geriatric inmates; and religious and specialized medical diets, including renal, gluten free, liquid, and diabetic diets.

1. Contractor will provide a single menu for staff and inmates.

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

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

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

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

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

7. Contractor must adopt and implement Department policy 4.3.5, Food Service in Special Housing Units.

SECTION XVIII

Health Services

A. Contractor will be responsible for providing 1) all medical, mental health, and dental services, including specialty clinics, 2) all medically related transportation, both routine and emergency, and 3) eyeglasses, hearing aids, dentures, and other prosthetics and limited use equipment.

B. As part of the Facility per diem rate, Contractor shall provide infirmary care including, medical observation, post-operative care, isolation, administration of IV drugs, short term nursing care, suicide observation, seclusion and/or restraint for mental disorders, and chronic medical housing. Services provided on site shall include, reasonable health services including, medical, psychiatric, dental, vision, pharmaceutical, psychological, and other specialty services and health related services. At a minimum, these services must meet ACA and NCCHC standards, federal and state laws and regulations, and Department policies and procedures. At its expense, Contractor must achieve National Commission on Correctional Health Care accreditation of its medical care operation by September 1, 2002. Contractor must implement and conform to the Department's inmate medical co-payment procedures. All Inmate co-pay revenues must be reimbursed to the Department. To enhance with operational efficiencies, mitigate excessive cost to the Contractor and/or the Department, and reduce security risk, Contractor must, to the extent practicable, make health services available on-site at the Facility.

C. Contractor shall provide, at a minimum, the following services, which are included as part of the Facility per diem rate:

1. availability of twenty-four (24) hour a day, seven (7) day a week emergency medical, psychiatric and dental care;

2. twenty-four (24) hour a day, seven (7) day a week on-site nursing care;

3. twenty-four (24) hour a day, seven (7) day a week on-site availability of mental health services. Psychiatric and psychological services should be provided on-site. In the event the Contractor chooses to provide off-site psychiatric and psychological services, the cost shall be the responsibility of the Contractor.

4. a health appraisal examination screening must occur at the Facility within twenty-four (24) hours of the receipt of inmates. Screening must be completed by health care personnel and must include, at a minimum, a review of the copy of the health care record accompanying the inmate and verification of any care or treatment requirements recommended by the Department.

5. the Department will provide complete health history records (medical records) which will accompany the inmate to the Facility. Contractor's non-health service staff must be informed of inmate's special medical problems within the boundaries of medical confidentiality. Contractor must keep all records current at all times, returning them to the Department when inmate is retaken by the Department.

6. daily triage of complaints, with those inmates referred for primary care physician services being seen within five (5) calendar days of the referral;

7. sick call to inmates in general housing at a minimum of five (5) calendar days per week. Inmates in segregated housing will be evaluated by medical personnel and afforded the opportunity to request and receive medical attention daily, seven (7) calendar days per week;

8. individual health (medical) records;

9. regularly scheduled chronic illness clinics will be conducted under the supervision of the medical service supervisor for the following conditions: diabetes, respiratory, cardiovascular, seizure disorder, tuberculosis preventive therapy, and immune-deficiency;

10. laboratory services by an accredited laboratory with "stat" laboratory work being performed by a local accredited provider. Only tests qualified under the current CLIA "waived test" listing will be performed on-site;

11. radiology services, with plain film studies performed on-site when appropriate and other procedures performed through contract with a local off-site provider;

12. on-site dental services based on routine, preventive care rather than complaint-oriented care. Routine care includes, but is not limited to, examinations, cleaning, extractions, relief of pain and infection, minor repair and adjustment of dentures, pulpotomies and root canals as medically indicated by a licensed dentist, fillings, and impressions;

13. a dental treatment plan for each inmate that includes prioritization of needs, counseling on oral hygiene, and conditions for which endodontic, periodontic, prosthetic, and prophylactic services will be provided;

14. pharmaceutical services, prescription and nonprescription drugs and supplies, with no on-site licensed pharmacy provided;

15. optometric services including eyeglasses when medically necessary, provided by qualified personnel. Inmates will be afforded the opportunity of requesting a complete vision exam and if necessary, replaced lenses and/or lenses and frames, every two years - more often if diabetic or presenting history of vision deficit.

16. health education program that addresses, at a minimum, hygiene, nutrition, physical fitness, stress management, sexually transmitted diseases, chemical dependence, AIDS, diabetes, and smoking;

17. an OSHA exposure control plan will be developed by Contractor prior to Facility opening;

18. health care specialists, including orthopedic

19. medically necessary detoxification treatment of substance abusers;

20. inpatient and outpatient hospital access;

21. hospital emergency room access;

22. provision of all on-site health care services including professional medical, physician, mental health, psychiatric, dental, vision, medication services and specialty clinics;

23. participation by a member of the health services team in the classification process to ensure that no inmate is given a work or housing assignment contradictory to his medical condition

24. psychological evaluations required by the board of Pardons and Parole

D. The Contractor shall ensure that any inmate identified as suffering from a major mental illness receives the appropriate mental health treatment required to address the inmate's needs. The use of psychotherapeutic medications shall not be used in lieu of counseling or other psychiatric services for an inmate unless part of a treatment plan initially prescribed by a physician or psychiatrist and reviewed monthly by a physician, psychiatrist, other qualified mental health professional, physician's assistant, or advanced nurse practitioner; or unless required in an emergency to prevent the inmate from causing injury to self or others, or being harmed by others within the Facility.

E. The Contractor shall not use physical restraints or segregated housing in lieu of counseling or other psychiatric services for an inmate suffering from a mental illness, unless part of a treatment plan prescribed and reviewed monthly by a qualified health care or mental health care professional, or unless in an emergency.

F. Contractor is responsible for the provision and cost of all medically-related transportation, both routine and emergency, for off-site services.

G. Contractor is responsible for providing the appropriate level of security at an off-site medical Facility.

H. Contractor is responsible for the first $1,000.00 in all off-site health related services per inmate per state fiscal year which would otherwise be the responsibility of the Department. The Department is responsible for off-site health related services in excess of $1,000.00 per

inmate per State fiscal year. All copies of provider invoices submitted to the Department for payment must be itemized with sufficient detail to justify the balance owing by the Department. Contractor must notify the Department of all hospitalizations exceeding 24 hours, on the first working day following said 24 hour period. Additionally, Contractor must notify the Department's Health Services Unit at 406-444-9839 of Emergency Room visits and obtain approval for all specialty services including diagnostic tests.

I. The Contractor must use its best efforts to enter into and maintain cost reduction contract relationships with the hospital, clinic and specialty providers utilized by the Contractor for the provision of health care services. The Department will assist the Contractor, if necessary, to obtain cost reduction contracts.

J. The Contractor must obtain prior written approval from the Department's managed care nurse of all scheduled (non-emergency) inpatient hospitalization and surgery if said scheduled admission will result in exceeding the per inmate annual deductible of $1,000.00. Contractor must utilize the Department's managed care nurse to certify all hospital inpatient admissions. All unapproved inpatient hospitalization and surgery costs shall be the responsibility of the Contractor.

K. The Contractor will not be responsible for inpatient hospitalization costs, including any surgery or specialty services, associated with the treatment of persons with Acquired Immune Deficiency Syndrome (AIDS), as defined by the Center for Disease Control. The Contractor shall, however, be responsible for hospitalization costs associated with other HIV infected patients to the same extent as required by sub-paragraph H above.

L. The Contractor will not be responsible for the cost of providing medications therapeutically indicated for the treatment of AIDS or HIV infection. Such treatment will be at the Department's discretion and expense.

M. The Facility must have first aid equipment, which meets community and NCCHC standards and which is available at all times for medical emergencies. Staff trained in emergency first aid procedures, including cardio-pulmonary resuscitation must be present on each shift. State licensing and certification requirements must apply to health care personnel working in the Facility to the same extent as they apply to equivalent personnel in the community. The Facility must make provisions for medical evaluation of any employee or inmate suspected of a communicable disease and/or exposure to potentially infectious bacteria.

N. The Facility must have written policies regarding the possession and use of controlled substances, prescribed medications and over-the-counter drugs. The policies must stipulate that prescribed medications are administered according to the directions of the prescribing professionals. There must be written policies and procedures which specify that the records of all medications distributed by Facility staff will be maintained and audited monthly, and include the date, time and name of the inmate's receiving medication, and the name of staff distributing it.

O. Written policies and procedures must provide for the prompt notification of resident's next of kin and the Department in case of serious illness, surgery, injury or death. Any death must

be reported immediately to the proper officials as specified in Department policy 4.5.12, Inmate Illness or Death Notification. A post-mortem examination must be conducted at the Contractor's expense on all inmates who die while in the custody of the Facility pursuant to 46-4-122(2)(a), M.C.A.

P. All medical expenses resulting from the negligence or willful misconduct of the Contractor, subcontractor, its officers, agents, volunteers or employees, shall be borne by the Contractor.

Q. Informed consent for health care and treatment must be obtained from inmates by medical services staff at the Facility. Such procedure must be consistent with Department policy 4.5.9, Continuous Quality Improvement. Contractor must also ensure that inmates have the right to refuse treatment consistent with Department policy 4.5.10, Level of Therapeutic Care.

R. Contractor must implement suicide prevention plans including appropriate seclusion and/or restraints protocols according to a policy approved in advance by the Department.

S. Medical personnel attending the inmate shall be authorized to make the determination concerning when emergency treatment is needed.

T. Contractor shall provide Continuous Quality Improvement (CQI) information to Department's Medical Director, reflecting all time lines and quality of care.

SECTION XIX

Academic, Vocational, Counseling & Recreational Services

Academic and vocational programs must be comparable to courses offered at Montana State Prison in order to provide a continuum of training for transferred inmates.

Academic, Vocational Services

A. The academic services that Contractor will provide at the Facility include Adult Basic Education and General Education Degree preparedness. Contractor's education programs will operate a minimum of two (2) three hour per day sessions and provide academic instruction to a minimum of 30 % of the population. Each student will enroll in either a morning or afternoon block. After Facility expansion, Contractor will add another three hour block to be held in late afternoon or evening.

B. The Contractor must provide sufficient vocational courses for a minimum of 20% of the inmate population. Vocational courses must be established in cooperation with the Department. Vocational programs will be provided, at a minimum, in two (2) three hour per day sessions with individual inmates enrolling in one of the two sessions. Contractor will provide *Wheels of Learning* approach to vocational education in the construction and building trades.

Counseling

Programs must be consistent with those offered by the Department and required by the courts and the Montana Board of Pardons as a condition for parole. These include, at a minimum: chemical dependency, anger management, cognitive restructuring, substance abuse treatment and sex offender treatment.

A. Contractor will provide to inmates who qualify, Contractor's *LifeLine Therapeutic Community* program. The program is divided into three phases: Orientation (60 hours over 28 days), Community class (12-14 weeks) and Senior Phase/Re-Entry Phase (4-8 weeks).

B. Chemical dependency treatment programming must include examination of criminal personality issues and its role with addiction and should have a strong emphasis on relapse prevention. The Contractor must adhere to the Montana Department of Public Health and Human Services Addictive, Mental Disorders Division, for chemical dependency rules for correctional facilities. Programming shall be provided to inmates who have a court order requiring completion of such a program, whose crime involved drugs or alcohol, who have a history of substance abuse, who volunteer and have an assessment of chemical dependency, or who have been ordered to complete chemical dependency counseling by the Montana Board of Pardons and Parole.

C. Sex offender treatment programming shall include Phase I, Phase II, including the Orientation Group and Phase III, Aftercare. Contractor should use a cognitive-behavioral approach and adhere to Montana Sex Offender Treatment Association (MSOTA) Standards when providing treatment. Counselors must be eligible to be certified by MSOTA.

D. Anger Management/Dispute Resolution programming will be provided for appropriate inmates. The course lasts ten weeks and includes; Introduction, Cues and anger reducers, external and internal triggers, developing strategies to incorporate anger reducers in day-to-day-situations, developing effective self-rewarding and self-coaching techniques, understanding short term and long term consequences; identifying and changing anger-provoking behavior, rehearsal of full sequence "win-win" behavior, overall review and reinforcement.

E. While the inmate is housed at the Facility, Contractor shall provide sufficient counseling resources and personnel to ensure that any court-ordered counseling requirements for the programs listed in subsection (1) may be completed prior to the initial parole eligibility date of an inmate.

Recreation and Hobby

Contractor must provide adequate opportunities for physical exercise. The recreational program will include indoor, outdoor and hobby activities. The type and level of activities

must meet ACA Standards. Contractor must generally conform to and provide hobby privileges consistent with Montana State Prison Policy 22-002.

Religious Activities

Contractor must provide religious programs and activities for inmates. Contractor shall specifically provide for religious programs for Native Americans.

SECTION XX

Inmate Industry Programs

Contractor must provide 10,000 square feet of space exclusively for utilization by Montana Correctional Enterprises (MCE) industries programs. Contractor will also provide inmate labor for MCE industries programs, as well as management and supervisory personnel. Contractor may not compete with or duplicate the Department's existing industry programs. All profits from the correctional industry programs will be retained by the Department and deposited in the MCE proprietary account to be used for expansion and improvement of the industry programs. At the conclusion of this Contract, all funds in the account will be retained by the Department.

SECTION XXI

Inmate Work and Pay

Inmates shall be required to work. Inmate workers must receive pay comparable to that received by inmates in Department facilities and consistent with Department policy. Funds for institutional workers pay are included in the per diem rate as set forth in Section V. Payment to inmates employed in the MCE industries programs will be the responsibility of MCE.

SECTION XXII

Inmate Orientation

The Contractor shall provide orientation to inmates which includes, but is not necessarily limited to, a handbook containing information on: rules, penalties and offenses, disciplinary procedures, access to courts and attorneys, mail, telephone,. grievances, medical care, religion, and programs available. Inmate orientation must be conducted within one week after arrival at the Facility and must be documented by employee and inmate signatures.

SECTION XXIII

Mail, Visitation

A. Contractor must adopt and implement Department policies: 5.4.1, Offender Correspondence; 5.4.2, Incoming Publications; and 5.4.3, Inmate Access to Telephones; and 5.4.4, Offender Visiting.

B. Contractor must provide physical space, furniture, equipment and supervision for contact and non-contact visitation in accordance with applicable ACA Standards.

SECTION XXIV

Inmate Rights

A. Contractor must provide the inmates the opportunity to voluntarily practice their own religious activities, subject only to those limitations necessary to maintain the order and security of the Facility. Inmates may not be required to attend or participate in religious services or discussions.

B. Contractor must adopt and implement Department policy 3.3.3, Offender Grievance Procedures. Contractor must provide the Department with copies of all inmate grievances monthly, along with statistical information on number and type of grievances received as required by the Department.

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

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

E. Contractor must provide inmates with assistance in accessing the courts. Contractor shall contract with an attorney to assist inmates in the drafting and filing of complaints, post-conviction petitions, sentence review applications, notice of appeal and habeas corpus petitions. The contract shall substantially conform to the terms of the contract between the Department and its contract attorney, which is attached hereto as Appendix IV.

SECTION XXV

Inmate Telephones/Commissions

A. The Contractor must contract with a public or private telephone company to provide coinless, collect telephone service to the inmate population. The telephone service contract must be submitted to the Department for its review and approval prior to acceptance by the Contractor. Rebates/commissions or other compensation received by Contractor from the telephone company must be directed to a separate Inmate Welfare fund account. Copies of source documentation supporting said rebates/commissions must be available for Department review.

B. Monies received from use of inmate phones must be deposited in a separate account and utilized for inmate rehabilitative needs, in conformity with the Montana State Prison Inmate Welfare Fund.

C. The telephone service shall include the capability to monitor and record inmate conversations, the ability to ensure that certain phone numbers cannot be monitored, and the ability to control what phone numbers an inmate may access. The cost of the telephone service to the inmate must be comparable to the cost at similar Department facilities.

SECTION XXVI

Inmate Commissary/Canteen

The Contractor must make canteen items available to inmates. Canteen items must substantially conform to Montana State Prison canteen items. Prices charged for items should be comparable to those charged in Department facilities. The Contractor must provide suitable space, utilities and equipment to provide canteen items. Separate financial records and accounts must be maintained by the Contractor for all canteen business. The Facility commissary/canteen system must interface with the facilities' inmate banking system. Contractor is responsible for all programming costs, including security costs, and all communication links. All profits from the canteen operation must be deposited in a separate account and utilized for inmate rehabilitative needs, in conformity with the Montana State Prison Inmate Welfare Fund. The Department shall have final authority to approve or disapprove use of the funds in this account. Quarterly financial statements - balance sheet, income statement - of the inmate canteen operation including Contractor and subcontractor, if applicable, must be submitted to the Department with a detailed listing of all expenditures for inmate benefits. A quarterly itemized statement of all receipts and disbursements of the Contractor's inmate canteen account must be made available to the Department's Contract Monitor no later than the 15th day of the following month. Employment practices and operating procedures, etc., must be consistent with those employed at similar Department operated prisons. The Contractor must be responsible for providing necessary administration services to the canteen operation. Canteen operations must be audited annually by a Certified Public Accounting firm. The expense of the annual audit of the canteen must be borne by the canteen.

SECTION XXVII

Classification and Transfer

A. Inmates will be assigned to the Facility and assigned a custody classification by the Department. The Contractor must utilize Department policies 4.2.1, Offender Classification Procedures, 4.2.2, Special Needs Offenders, and other Department classification and housing policies as developed. The Contractor has no authority to transfer, discharge or release an inmate without the prior written approval of the Department. The Department has final authority with respect to any transfer, discharge or release decision.

B. Inmates placed in the Facility may not be reduced to a classification of lower risk unless mutually agreed to by the Department and Contractor consistent with the policies and

procedures of the Department. The Contractor will be required to perform a custody reclassification review every six (6) months. Contractor shall provide the Department with a summary of reclassification decisions on a monthly basis.

C. The Contractor will be responsible for preparing, maintaining and providing parole reports, progress reports and disciplinary records to the Department and/or the Montana Board of Pardons and Parole.

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

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

SECTION XXVIII

Communications

The Facility warden or designee will ensure the Montana State Prison Command Post receives daily verbal/telephone reports to at least include severe, major and minor disciplinary infractions; count; escapes or attempted escape; all temporary lock-up incidents; disturbances; identification of inmates in administrative segregation and length of stay; inmate-on-inmate assaults; assaults on staff; use of force; personnel actions; contraband seizures, including weapons, drugs and alcohol; and off-site or medical transport.

A. Daily telephone reports will be made at 8:00 a.m. to the MSP Command Post at 406-846-1320, extension 2250. Written reports, including incident reports requested by the Command Post will be faxed to MSP at 406-846-2913 and to Department central office, Public Affairs Officer, at 406-444-4920.

B. In addition to the foregoing, within four (4) hours of an assault, severe or major disciplinary infraction, contraband seizure, off-site or medical transport, disturbance, escape, or use of force, Contractor will fax incident reports to the Department Central Office at 406-444-4920, and to MSP at 406-846-2913.

C. Any additional incident reports requested by the Department will immediately be faxed to the numbers noted in #2 above.

D. Video tapes of incidents will be sent upon request to the Department within three (3) days of the request.

E. Contractor will increase the frequency of telephone reporting upon request of the Department.

F. Contractor will designate and provide a listing of on-site key personnel responsible for the effective exchange of information.

G. Open communications will be established between Contractor's investigators and Department's investigators to inform of potential and ongoing criminal investigations.

SECTION XXIX

Indigent Inmates

The Contractor shall provide inmates who are indigent with personal health and welfare items in accordance with Montana State Prison Policy MSP 12-002, "Indigent Packages". The Contractor shall provide indigent inmates with legal postage and materials in accordance with Montana State Prison Policy MSP 14-001, "Indigent Legal Postage and Materials". The costs associated with providing these health, welfare, and legal items is included in the inmate per diem rate set forth in Section V, Compensation and Adjustments.

SECTION XXX

Furnishings, Fixtures and Equipment

A. The Contractor shall maintain and replace all FF&E to operate the Facility for its intended purpose, including FF&E for the Department's Contract Monitor. The Contractor will be required to safeguard, maintain and account for all FF&E at all times and to turn them over to the Department, or the next Contractor, as the case may be, in good condition, except for reasonable wear and tear. FF&E will remain property of the Contractor except in the event of termination and/or expiration of the Contract.

B. If replacement FF& E is available through the Department's MCE, the Contractor shall grant MCE the right of first refusal to meet the quality, price and delivery time of FF&E required by the Contractor. If MCE can meet requirements as to quality, price and time of delivery, the Contractor must purchase the FF&E from MCE. The Department will ensure that Contractor is provided with a current copy of the MCE catalogue and all updates to it as they are released.

C. If any FF&E installed requires software systems to operate and/or maintain the Facility, the Contractor must obtain a license which allows the State or subsequent Contractor to use the software for the operation of the Facility and it must be transferrable without cost or restriction to the State or subsequent contractor.

1. All software, hardware and firmware purchased and/or leased by the Contractor which used prior to, during or after the calendar year 2000, shall include, at no added cost to the State, design and performance so that there is no experience of software abnormality and/or generation of incorrect results from the software due to date oriented processing.

2. The software, hardware and firmware design to insure year 2000 compatibility must include, but is not limited to: date structures (databases, data files, etc.) That provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates the same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; use interfaces (i.e. screens, reports, etc.) That accurately show four (4) digit years; and assurance that the year 2000 will be correctly treated as a leap year within all calculation and calendar logic.

SECTION XXXI

Liaison/Contacts/Contract Monitor

A. In order to effectively administer this Contract, each party shall appoint contact persons.

1. The Contact Persons for the Department are:

Operational Issues: Contract Monitor
Contract Issues: Contracts Manager
Notice/Litigation: Department's Chief Legal Counsel

2. The Contact Persons for the Contractor are:

Operational Issues: Facility Warden
Contract Issues: Vice President of Legal Affairs
Notice/Litigation: Vice President of Legal Affairs

B. Replacement of the individuals named herein may be accomplished by written notice to the other party. All notices, reports, billings and correspondence to the respective parties to this Contract shall be sent to the addresses listed above.

SECTION XXXII

Governing Law:

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

SECTION XXXIII

Contractor Status

The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be

or shall be deemed an agent or employee of the Department. Contractor shall have no authorization, express or implied, to bind the Department to any contracts, liability or understanding except as expressly set forth herein.

SECTION XXXIV

Assignment

A. No right or interest pursuant to this Contract shall be subcontracted, assigned or delegated by the Contractor without the prior express written permission of the Department.

B. In the event that permission is granted and some or all of the services are subcontracted or assigned, the Contractor shall guarantee that the subcontractor, assign, or delegee will comply with all of the provision of this Contract.

SECTION XXXV

No Third-party Beneficiary Enforcement

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

SECTION XXXVI

Venue

This Contract is governed by the laws of Montana. Section 18-1-401, M.C.A., states that district courts of the State of Montana have exclusive jurisdiction on contract claims. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

SECTION XXXVII

Severability

A. If any term or condition of this Contract shall be held to be invalid, illegal or unenforceable, this Contract shall be construed and enforced without such provision, to the extent this Contract is then capable of execution within the original intent of the parties.

B. If, however, the Department determines that the invalid provision or provisions are essential to the purpose or performance of the Contract, it may terminate the Contract. Such a termination shall be deemed a termination for cause.

SECTION XXXVIII

Risk of Physical Damage to Facility

The risks and costs of physical damage to the Facility incurred as a direct result of the placement of Montana inmates in the Facility shall be considered usual costs incidental to the operation of the Facility and part of the costs reimbursed by the fixed rate per-inmate day as provided by Section V.

SECTION XXXIX

Force Majeure

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

SECTION XXXX

Compliance with Applicable Laws

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

SECTION XXXXI

Confidentiality of Records

Unless otherwise provided, and where appropriate:

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

B. Contractor shall specifically keep confidential all records and files of Department inmates; Contractor shall obtain prior written approval from the Department before releasing or disclosing the contents of any such records or files. Contractor further acknowledges that this requirement is in addition to and not in lieu of any other laws respecting confidentiality of inmate and criminal justice files and records.

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

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

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

SECTION XXXXII

Headings:

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

SECTION XXXXIII

Time of the Essence:

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

SECTION XXXXIV

Modification and Breach

This Contract contains the entire agreement and understanding between the parties and no statement, promise or inducement made by either party or agents thereof which are not contained in the written Contract shall be binding or valid. This Contract shall not be enlarged, modified or altered except upon written agreement signed by all parties to the Contract.

SECTION XXXXV

Alternate Dispute Resolution

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

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

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

C. In the absence of an agreement to the contrary by the parties, the mediation process shall be conducted in accordance with the Center for Public Resources Model Mediation Procedures of Business Disputes. the mediation shall conduct all hearings and meetings in Helena, Montana, and, within thirty (30) days of appointment, shall notify the parties in writing of the decision stating separately findings of fact and determinations of law. If non-binding mediation does not resolve the dispute, parties may proceed to Step 3 set out herein.

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

SECTION XXXXVI

Contractor Compliance Assessment

A. In the event that the Contractor fails at any time following September 1, 1999, to perform or comply with the terms and conditions of this Contract or any applicable court order, the Contractor agrees to pay a Contractor Compliance Assessment as determined by the formula

set forth in Appendix III, which is incorporated herein by reference. The procedure for assessing a fine for non-compliance by the Contractor is as follows:

B. The decision to assess the Contractor a Contractor Compliance Assessment and the amount of any Assessment shall be the sole discretion of the Department.

C. The Department's Contract Monitor will prepare a Notice of Non-Compliance which will identify each instance of non-compliance with this Contract. The Department will grant the Contractor a reasonable time, typically 60 days, to rectify the noncompliance. Notwithstanding the foregoing, in the event that the Contractor has previously been notified about a similar instance of non-compliance, the Contract Monitor may, in his or her sole discretion, assess a fine as provided for herein without providing the Contractor an opportunity to rectify the non-compliance.

D. If the Contract Monitor determines that the Contractor has not rectified the non-compliance within the time period specified, the Contract Monitor shall prepare a Notice of Non-Compliance and Assessment of Fine (hereafter "Notice of Asssesmment"). The Notice of Assessment shall identify each instance of non-compliance which was not rectified in the requisite period of time, along with the amount of the fine assessed for each instance of non-compliance. Notwithstanding the foregoing, if the Contractor fails to rectify any non-compliance, the Department, in its sole discretion, may declare the Contractor in breach of the Contract and the Department may, at its sole discretion, terminate the Contract no less than 10 days from the date of Contractor's failure to cure the non-compliance.

E. The Department's Contract Monitor will mail the Notice of Assessment to the Contractor's contact person, certified, return receipt requested.

F. If the Contractor disputes the assessment, the Contractor shall mail a Notice of Disputed Assessment to the Contract Monitor within 10 days of date of receipt of the Notice of Assessment, and said Notice of Disputed Assessment shall be mailed certified, return receipt requested. The Contractor must specifically indicate the basis for its dispute with the finding of non-compliance and the assessment of fine, and must provide supporting documentation. If the Contractor fails to dispute the finding of non-compliance and assessment of fine within the 10 days, or fails to provide a basis and/or documentation as required by this paragraph, the Contractor waives the right to contest the assessment of non-compliance and fine by the Department.

G. The Department shall have 10 days from receipt of Contractor's Notice of Disputed assessment to reconsider the assessment of the fine. If the Department does not respond to the Contractor within said 10 days, the Department will be considered to have affirmed the assessment of the non-compliance fine. The Department's action or inaction as set forth in this paragraph shall be considered its final decision.

H. In the event that the Department's final decision is to assess a fine, the amount of the fine shall be deducted from the next payment made to the Contractor by the Department.

I. If the Contractor is not satisfied with the final decision of the Department, the Contractor may utilize the Alternate Dispute Resolution procedure provided for in Section XXXV, Alternate Dispute Resolution, of this Contract.

J. In the event that the Contractor is determined not liable for the fine, the Contractor shall be reimbursed the amount of fine, plus interest at a rate equal to the short term investment pool rate (STIP).

K. In assessing a fine, the following conditions shall apply:

1. The Contractor shall be assessed a fine for each day of non-compliance.

2. In the event that an instance of non-compliance may reasonably be assigned to two or more Operation Areas, the Contract Monitor shall have sole discretion to determine the appropriate Operation Area to assign the non-compliance.

3. In the event that the cause or type of an instance of non-compliance may reasonably be assigned to two or more causes or types, the Contract Monitor shall have sole discretion to determine the appropriate Operation Area to assign the non-compliance.

4. Each instance of non-compliance may be assessed a fine.

5. Referring to Appendix III, the amount of fine assessed for each instance of non-compliance will be determined as follows:

a. The Contract Monitor shall determine which clause of the Contract with which the Contractor has not complied, and determine the Operation Area assigned to that clause. This determination shall determine the value for "V".

b. The Contact Monitor shall determine the type or cause of non-compliance from the column entitled "Contractor Breach" under the appropriate Operation Area. This determination shall determine the value for "B".

c. The Contract Monitor shall multiply "V" times "B" times $50.00 times each day of non-compliance to determine the amount of fine to assess. For example, if the Contract Monitor determines that the Contractor has only provided one hot meal on three separate days, in violation of Section XVII, paragraph A, the appropriate Operation Area Value, or "V" is 3; and the type or nature of the non-compliance is a failure of staff, for a "B" value of 4. The amount of fine would be 3 times 4 times $50.00 times 3 days, or $1800.00.

L. Notwithstanding the foregoing, CCA shall not be assessed a Contractor Compliance Assessment for the failure to meet an ACA or NCCHC Standard prior to Contractor's accreditation by the ACA or NCCHC; provided; however, that the Contractor shall attain ACA and NCCHC accreditation no later than September 1, 2002.

M. A Contractor Compliance Assessment shall not be assessed if the failure of the Contractor is the result of the acts or omissions of the Department.

SECTION XXXXVII

Changes

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

SECTION XXXXVIII

Completed Contract

This Contract contains 43 pages plus five appendices. The Department cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Director's Office, Department of Corrections, 1539 11th Avenue, Helena, Montana 59620-1301.

SIGNATURES:

DEPARTMENT

Rick Day, Director
Department of Corrections

7-22-98
Date

Marc Racicot, Governor
State of Montana

7-22-98
Date

CONTRACTOR

Doctor Crants, Chairman/CEO
Corrections Corporation of America

7-22-98
Date

Approved for Legal Content by:

David L. Ohler
Chief Legal Counsel
Department of Corrections

7/22/98
Date

PRIVATE PRISON
SHELBY, MONTANA

ON-SITE STATE REPRESENTATIVE

Major Duties of the On-Site State's Representative:

1. Review and become thoroughly familiar with A&E policies and procedures.
2. Review and become thoroughly familiar with the RFP, Design/Build Team responses and all project documentation.
3. Facilitate communication between the State and the D/B Team.
4. Perform evaluation of issues regarding the construction requirements.
5. Perform Quality Assurance oversight of the project for the State.
6. Facilitate the State's Design Committee issues and meetings.

General Tasks of the On-Site State Representative:

1. The On-Site Rep shall be required to be involved and attend all meetings regarding the project whether in Helena or at the job site.

2. Establish an on-site facility during construction complete with telephone and facsimile.

3. Attend and participate in meetings for the purpose of understanding A&E policies, procedures, paper work requirements, lines of authority and decision making, and the organizational structure of the project.

4. Maintain communication with the State and the D/B Team throughout the project. This includes writing, reading and reviewing daily reports and other correspondence of the D/B Team and the State. Develop daily, weekly and monthly reports regarding construction activities, costs, schedules, administrative matters and other information significant to the project.

5. Inform the D/B Team and State of all issues, potential conflicts, and problems which arise during the construction process.

6. Completely review the RFP, D/B Team proposal and all related contract documents and observe the construction conditions to ensure compliance with the design and State RFP, code and other requirements.

7. Review and comment on the D/B Team's construction schedule. Inform State and D/B Team of potential problems, delays or conflicts.

8. Conduct inspections of the construction for compliance with theRFP, D/B Team, construction documents, building codes, etc.

CORRECTIONS CORPORATION OF AMERICA
BEST AND FINAL
June 12, 1998

MONTANA CORRECTIONAL FACILITY
500 MALE BEDS

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	10.00
SECURITY/OPERATIONS	70.00
SECURITY/UNIT MANAGEMENT	38.00
SERVICES	16.00
PROGRAMS	15.00
MEDICAL	8.00
EDUCATION	13.00
TOTAL	170.00

MANAGEMENT/SUPPORT	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Warden	1	0	0	0	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Personnel Coordinator	1	0	0	5	1.00	1.00
Compliance Coordinator	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
Mail Clerk	1	0	0	5	1.00	1.00
Receptionist	1	0	0	5	1.00	1.00
TOTAL						10.00

SECURITY/OPERATIONS	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Chief of Security	1	0	0	5	1.00	1.00
Shift Supervisor	1	1	1	7	1.72	5.00
Assistant Shift Supervisor	1	1	1	7	1.72	5.00
* Safety/Armory/Key Control Officer	1	0	0	5	1.00	1.00
* Intake/Discharge Officer	1	0	0	5	1.00	1.00
* Visitation Officer	3	0	0	2	1.00	3.00
* Transportation Officer	4	2	0	5	1.00	6.00
* Work Detail Officer	1	0	0	5	1.00	1.00
* Central Control	2	2	1	7	1.72	9.00
* Perimeter Patrol (Mobile)	1	1	1	7	1.72	5.00
* Recreation Officer	2	2	0	7	1.72	7.00
* Utility/Search & Escort Officer	2	2	1	7	1.72	9.00
* Laundry Officer	1	1	0	5	1.00	2.00
* Industry Officer	1	0	0	5	1.00	1.00
* Segregation Officer	2	2	1	7	1.72	9.00
* Medical Officer	1	1	0	5	1.00	2.00
* Education Officer	2	0	0	5	1.00	2.00
Administrative Clerk (Count Clerk)	1	0	0	5	1.00	1.00
TOTAL						70.00

CORRECTIONS CORPORATION OF AMERICA
BEST AND FINAL
June 12, 1998

SECURITY/UNIT MGT.	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
UNIT 1& 2 (6 Pods)						
Unit Manager	1	0	0	5	1.00	1.00
Counselor	4	0	0	5	1.00	4.00
Sr. Correctional Officer	1	1	0	7	1.72	3.00
* Pod Control	2	2	2	7	1.72	10.00
* Housing Officer	4	4	4	7	1.72	21.00
TOTAL						38.00

SERVICES	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Warehouse/Commissary Supervisor	1	0	0	5	1.00	1.00
Warehouse/Commissary Worker	2	0	0	5	1.00	2.00
Food Service Manager	1	0	0	5	1.00	1.00
Food Service Supervisor	0	1	0	5	1.00	1.00
Food Service Worker	2	2	0	7	1.72	7.00
Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	3	0	0	5	1.00	3.00
TOTAL						16.00

PROGRAMS	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Program Manager	1	0	0	5	1.00	1.00
Classification Supervisor	1	0	0	5	1.00	1.00
Psychologist	1	0	0	5	1.00	1.00
Mental Health Coordinator	1	0	0	5	1.00	1.00
Records Clerk	1	0	0	5	1.00	1.00
Addictions Treatment Coordinator	1	0	0	5	1.00	1.00
Addictions Treatment Counselor	2	0	0	5	1.00	2.00
Counselor (Sex Abuse)	2	0	0	5	1.00	2.00
Recreation Supervisor	1	0	0	5	1.00	1.00
Recreation Coordinator (Arts & Crafts)	1	0	0	5	1.00	1.00
Chaplain	1	0	0	5	1.00	1.00
Administrative Clerk	2	0	0	5	1.00	2.00
** Contract Attorney				PRN/CONTRACT		
TOTAL						15.00

CORRECTIONS CORPORATION OF AMERICA
BEST AND FINAL
June 12, 1998

	MEDICAL	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
	Medical Service Supervisor	1	0	0	5	1.00	1.00
	RN	1	1	0	7	1.72	3.00
	LPN	0	1	1	7	1.72	3.00
	Medical Records Clerk	1	0	0	5	1.00	1.00
**	Physician				PRN/CONTRACT		
**	Dentist				PRN/CONTRACT		
**	Psychiatrist				PRN/CONTRACT		
**	Dental Hygienist				PRN/CONTRACT		
**	Dental Assistant				PRN/CONTRACT		
**	Optometrist				PRN/CONTRACT		
	TOTAL						8.00

EDUCATION	1ST Shift	2ND Shift	3RD Shift	Days Covered	Relief Factor	Total Staff
Principal	1	0	0	5	1.00	1
Instructor Supervisor	1	0	0	5	1.00	1
Education Counselor	1	0	0	5	1.00	1
Academic Instructor	4	0	0	5	1.00	4
Vocational Instructor	3	0	0	5	1.00	3
Computer Lab Technician	1	0	0	5	1.00	1
Librarian	1	0	0	5	1.00	1
Secretary	1	0	0	5	1.00	1
TOTAL						[illegible]

* Denotes Correctional Officer Positions

** Denotes Contractual Positions

Please see section 2.13.2, Applicant Flow, for a discussion on CCA's due diligence to ensure that al positions are filled within 30 days.

CONTRACTOR COMPLIANCE ASSESSMENT SCHEDULE

Compliance assessments for each documented occurrence by the Department's Contract Monitor will be calculated in accordance with the following formula:

V = Relative value of Operation Area

B = Relative value of the breach

V x B x $50.00 per day

Operation Area 1; value = 5: Inmate Classification, Custody and Movement, Transportation, Security and Control, Use of Force, Access to Courts, Disciplinary procedures, Inmate Relations, Inmate Records and Information Systems, Communications:

Contractor Breach	B
Failure to Staff	6
Failure of Staff	6
Failure to Document	5
Failure to Report	4
Failure to Comply with ACA Mandatory Standards	6
Failure to Comply with ACA Non-mandatory Standards	5
Failure to Comply with NCCHC Essential Standards	6
Failure to Comply with NCCHC Important Standards	5
Failure to Comply with Other Applicable Standards	6

Operation Area 2; value = 4: General Administration and Facility Management, Fiscal Management, Program Audits, Personnel, Training, Medical Administration: Medical. Mental Health, Dental, Optometry and Pharmacy services, Inmate Work and Industries, Inmate wage; Education, Vocational and Counseling Programs, Drug Testing:

Contractor Breach	B
Failure to Staff	5
Failure of Staff	5
Failure to Document	3
Failure to Report	2
Failure to Comply with ACA Mandatory Standards	5
Failure to Comply with ACA Non-Mandatory Standards	4
Failure to Comply with NCCHC Essential Standards	5
Failure to Comply with NCCHC Important Standards	4
Failure to Comply with other Applicable Standards	5

APPENDIX
—

CONTRACT TO PROVIDE LEGAL ASSISTANCE TO MONTANA STATE PRISON INMATES

This Contract Is Subject to Arbitration Pursuant to The Montana Uniform Arbitration Act

This Contract is made and entered into by and between the **Montana Department of Corrections, Professional Services Division** (hereinafter referred to as the "DEPARTMENT"), whose address and phone number are 1539 11th Avenue, Helena, Montana 59620-1301, and (406) 444-3930; and **Edmur F. Sheehy, Jr. of Cannon & Sheehy**, (hereinafter referred to as "CONTRACTOR"), whose address, phon number and federal tax I.D. number are 2031 Eleventh Avenue; Helena, MT 59601; 442-9930; 81-0431285.

THE DEPARTMENT AND THE CONTRACTOR AS PARTIES TO THIS CONTRACT, AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

1. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR:

The CONTRACTOR agrees to provide the following services:

1) The CONTRACTOR will assist inmates of the Montana State Prison who wish to file initial pleadings in the following areas:

1. Notices of appeal of convictions, sentences, or revocation of probation or parole;
2. Petitions for Sentence Review;
3. Petitions for Post-Conviction Relief;
4. Petitions for Writs of Habeas Corpus;
5. Complaints pursuant to 42 U.S.C. § 1983.

Inmates whom CONTRACTOR assists must file such pleadings *pro se*.

2) CONTRACTOR will maintain a specific schedule for meeting with inmates in Reception; Low Side Units, High Side Units, Maximum Security, and the Overflow Unit at Warm Springs. CONTRACTOR must be available to confer with inmates in each unit at least twice per month, preferably more often.

3) CONTRACTOR will:

- confer with individual inmates about inmate's desire to litigate a certain issue;
- interview inmate to ascertain all relevant facts;
- advise inmate about the merits or lack of merits of his proposed litigation and the proper parties thereto;
- advise inmate about resolutions alternative to litigation;
- advise inmate which form would be appropriate for the proposed litigation;
- advise inmate about prerequisites to filing,
- assist inmate to complete an appropriate form regardless of the merits or lack of merits to an inmate's proposed litigation;

CONTRACTOR will provide appropriate help for illiterate inmates, and provide translators for non-English speaking inmates;

CONTRACTOR will discuss Rule 11 of Mt. and Fed R. Civ. P. with the inmate, sign a statement, and have inmate sign the statement stating CONTRACTOR has discussed Rule 11 with the inmate and inmate understands the requirements of Rule 11. The signed statement will remain in CONTRACTOR's file but may be requested by the DEPARTMENT at any time.

4) CONTRACTOR may hire and utilize support personnel such as paralegals. The DEPARTMENT may require a background investigation for any of CONTRACTOR's support personnel who CONTRACTOR wishes to enter the prison. Any support personnel whom the prison investigator believes is a potential security risk following the investigation will not be permitted in the prison.

5) CONTRACTOR will not appear as attorney of record for an inmate unless the CONTRACTOR had an on-going attorney/client relationship with the inmate prior to the inmate's incarceration. CONTRACTOR also agrees that if CONTRACTOR refers an inmate to another attorney, CONTRACTOR will not accept any referral fee or compensation of any kind. CONTRACTOR shall not seek attorney fees or costs for any action CONTRACTOR has helped an inmate file pursuant to this CONTRACT.

2. **COMPENSATION:**

In consideration for the services to be provided, the DEPARTMENT shall pay the CONTRACTOR according to the following schedule:

a. The DEPARTMENT shall pay the CONTRACTOR an amount not to exceed ***Thirty Thousand, Six Hundred and 00/100 Dollars ($30,600.00)*** for the services described herein.

c. The DEPARTMENT agrees to pay the CONTRACTOR in 12 equal installments of ***Two Thousand, Five Hundred Fifty and 00/100 Dollars ($2,550.00)*** at the first of each month beginning July 1, 1997.

d. The DEPARTMENT may withhold payments to the CONTRACTOR if the CONTRACTOR has not performed in accordance with the terms of this Contract.

3. **AGENCY ASSISTANCE:**

The DEPARTMENT will provide CONTRACTOR access to needed records, work site, and information necessary for the CONTRACTOR to accomplish his duties and responsibilities under this contract. DEPARTMENT will provide the forms with which CONTRACTOR will assist inmates to file notices and pleadings.

4. TIME OF PERFORMANCE:

This Contract shall take effect on ***JULY 1, 1997***. The Contract shall terminate on ***JUNE 30, 1998***, unless terminated earlier in accordance with the terms of this Contract. The DEPARTMENT may, at its discretion and according to the terms of the existing Contract, renew this Contract at one (1) year intervals for a period not to exceed a total of seven (7) years.

5. LIAISON:

a. ***DIANA P. LEIBINGER-KOCH*** will be the liaison for the DEPARTMENT. ***EDMUND F. SHEEHY, JR.*** will be the liaison for the CONTRACTOR.

b. Written notices or complaints will first be directed to the liaison.

6. OWNERSHIP AND PUBLICATION OF MATERIALS:

All materials, developed or utilized by CONTRACTOR in its performance under this Contract, shall be the joint property of the CONTRACTOR and the DEPARTMENT.

7. CONTRACTED PARTY'S EMPLOYMENT STATUS:

The CONTRACTOR is an independent CONTRACTOR and neither the CONTRACTOR nor any of its employees or agents are employees of the DEPARTMENT. ***THE CONTRACTOR SHALL NOT BE COMPENSATED FOR WORK PERFORMED PRIOR TO ITS HAVING PROVIDED TO THE DEPARTMENT A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A CERTIFICATE OF EXEMPTION UNDER 39-71-401, MCA.***

The CONTRACTOR is not covered by provisions of the Montana Tort Claims Act.

8. INSURANCE:

PROFESSIONAL LIABILITY: CONTRACTOR shall be required to purchase and maintain professional liability insurance during the term of this Contract. Coverage shall be at a minimum of $250,000 combined single limit per occurrence and $500,000 aggregate single limit per occurrence.

The CONTRACTOR shall furnish the DEPARTMENT with certificates of insurance and original endorsements affecting coverage required by these insurance clauses before DEPARTMENT signs this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

9. HOLD HARMLESS AND INDEMNIFICATION:

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

The CONTRACTOR agrees to protect, defend, and save the DEPARTMENT, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR, CONTRACTOR's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, subCONTRACTORs, or representatives. Nothing herein shall be construed as an agreement by the CONTRACTOR to release, indemnify and hold harmless the DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of the DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of the CONTRACTOR.

10. ACCESS AND RETENTION OF RECORDS AND CONFIDENTIALITY:

a. The CONTRACTOR agrees pursuant to section 18-1-118, Montana Codes Annotated, he will allow the legislative auditor and legislative fiscal analyst sufficient access to the CONTRACTOR's records to determine the parties' compliance with the terms of the contract. Refusal to allow access to these records will result in termination of the contract.

b. The CONTRACTOR agrees to create and retain all records supporting the services rendered for a period of three years after either the completion of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

c. The CONTRACTOR shall, in accordance with relevant laws, regulation and policies, including the 1988 State Policy on Confidentiality of Client Information, protect the confidentiality of any material and information concerning any inmate for whom he renders assistance or advice.

d. The activities of the CONTRACTOR, CONTRACTOR's staff and associates pertaining to this contract shall remain confidential to the CONTRACTOR except for purposes of auditing the CONTRACTOR to assure compliance with the contract's terms.

11. ASSIGNMENT, TRANSFER AND SUBCONTRACTING:

The CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate

responsibilities under this Contract, in whole or in part, without the prior written approval of the DEPARTMENT. The DEPARTMENT agrees that the consideration of the approval of a substitution will not be unreasonably withheld. No such written approval shall relieve the CONTRACTOR of any obligations of this Contract and any transferee or subCONTRACTOR shall be considered the agent of the CONTRACTOR. The CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

12. COMPLIANCE WITH LAWS:

The CONTRACTOR must comply with all applicable federal and state laws including, but not limited to the prevailing wage laws, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

13. TERMINATION AND DEFAULT:

a. The DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Contract in whole or in part at any time the CONTRACTOR fails to perform as required in this Contract.

b. This Contract may be terminated without cause by either party by providing written notice to the other as described in this paragraph. If the termination is without cause, the party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.

c. The DEPARTMENT, at its sole discretion, may terminate this CONTRACT if available funding is reduced.

14. MODIFICATION:

The Department reserves the right upon 30 days written notice to renegotiate the contract terms appropriately if:

1. The United States Supreme Court determines any similar system of delivery of legal services to inmates is deficient or is in excess of constitutional requirements; or
2. Any other court of controlling jurisdiction determines the specific system of delivery of legal services to inmates is deficient or in excess of constitutional requirements.

15. VENUE:

This CONTRACT is governed by the laws of Montana. The parties agree that any mediation, arbitration or litigation concerning this CONTRACT must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, interpreted according to Montana law and each party shall pay its own costs and attorney fees.

16. FREEDOM FROM DISCRIMINATION STATEMENT:

All parties of this contract agree that all hiring must be done on the basis of merit and qualifications and there may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin by the person or persons performing the contract.

17. LICENSURE:

The CONTRACTOR agrees to provide copies of any current licenses and certifications which register the CONTRACTOR and any associates covered under this contract.

18. ARBITRATION:

Any claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

19. LIMITS OF AGREEMENT:

This Contract contains the entire agreement between the parties and no statement, promises or inducements made by either party or agents thereof which are not contained in the written Contract shall be binding or valid. This Contract shall not be enlarged, modified or altered except upon written agreement signed by all parties to the agreement.

20. ADVERTISING AND NEWS RELEASES:

CONTRACTOR shall not advertise or publish information concerning the contract in any form or media without prior written consent from the State. News releases pertaining to this contract may not be made without prior written approval from the DEPARTMENT.

21. CONFLICT OF INTEREST:

The CONTRACTOR covenants that it presently has no interest and shall not acquire any

interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of the Contract, no person having any such known conflicting interest shall be employed.

22. COMPLETED CONTRACT

The DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to Administrative Services Division, Department of Corrections, 1539 11th Avenue, Helena, Montana 59620-1301.

SIGNATURES:

DEPARTMENT	CONTRACTOR
Sally Johnson	Edmund F. Sheehy, Jr.
6/9/97	6/4/97
Date	Date

Approved for Legal Content by: Diana Leibinger-Koch
Legal Counsel
Department of Corrections

6/6/97
Date

FACILITIES CONDITION INVENTORY

INSPECTION TEAM WORKSHOP

Prepared for State of Montana
as a Cooperative Product
of
Office of Facilities Services
at
Montana State University and The University of Montana

THE FACILITIES CONDITION INVENTORY

I. The Facilities Condition Inventory (FCI)

A. What is a FCI?
- The periodic evaluation of the condition of an institution's physical assets.

B. Why perform the FCI?
- Implement a Pro-Active Maintenance management program.
- Provide data and information to those making budget/resource allocation decisions.
- Educate governing agencies.

C. The FCI is a Dual Purpose Tool
1. Budget Tool
   - Solicit additional maintenance funding.
   - Prepare for Long-Term Resource needs.
   - Recognize value of our facilities as an institutional asset.
   - Identify/prioritize areas of greatest need.
   - Record/illustrate Net Asset Value improvement.
2. Operational Tool
   - Identify/prioritize/schedule maintenance projects.
   - Facilitate efficient use of resources.
   - Record/illustrate improvement at plant level.
   - Detect and reduce over maintenance.

II. Goals of the Facilities Condition Inventory

A. To systematically and <u>routinely</u> identify the deficiencies that exist in the State of Montana's physical assets.

B. To identify and recommend appropriate corrective action that will maintain State of Montana's physical assets at the required level of maintenance.

C. To maintain the Facilities Condition Inventory records by inspecting all state buildings on a <u>scheduled</u> basis.

D. Involve many different disciplines together as a team to audit your buildings.

SAMPLE

FCI INSPECTION TEAM
CAPTAIN'S RESPONSIBILITIES

PreInspection Logistics

☐ 1. Get with O.F.S. secretary and coordinate/delegate responsibilities listed below.

☐ 2. Schedule Inspections (normally 2nd Wednesday of the month) and notify participants.

- Mgr. Campus Maint.
- OFS Plumber Foreman
- OFS M/E Engineer
- OFS Electrician Foreman
- OFS Architect
- Custodial Supervisor
- OFS Carpenter Foreman
- HDC Advisor (Cecilia Vaniman)

☐ 3. Schedule meeting place for Building Review Session and Exit Session.

☐ 4. Edit standard memo as needed and send to Building Supervisor at least 2 weeks prior to inspection.

☐ 5. Call Building Supervisor (on day memo should arrive) and discuss his/her responsibilities.

a. Thank them for their cooperation and assistance.
b. Be sure to notify all building occupants.
c. Reiterate that the FCI is to document maintenance needs vs. adaptive renovation needs (May send memo to O.F.S. Planner noting adaptive renovation needs.).
d. Invite Building Supervisor or designee to Building Review Session (suggest 8:30 arrival, 20 min. discussion), but encourage written comments.
e. Be sure to coordinate special access requirements. Discuss possible areas and document for verification.
   - possible personnel contamination
   - possible experiment contamination by personnel
   - light/noise interruptions
   - other as appropriate

Office of Facilities Services

MSU • Bozeman
P.O. Box 173760
Bozeman, MT 59717-2760

Telephones (406)

Administration	994-2001
Facilities Plan. & Mgmt.	994-4131
Work Control Center	994-2107
Accounting	994-5020
Engineering & Utilities	994-2001
Campus Stores	994-2098
Motor Pool	994-3670
Landscape & Grounds	994-3442
Custodial Services	994-6868
Fax	994-6572

MONTANA STATE UNIVERSITY
BOZEMAN

SAMPLE

Memo

TO: _____, Building Supervisor
_____ Hall

FROM: Dave Bergum
FCI Inspection Team

RE: FACILITIES CONDITION INVENTORY (FCI)
(Building Name)

An inspection team from the Office of Facilities Services will be conducting a Facilities Condition Inventory of _____ on _____, from 10:00 a.m. To 3:00 p.m. .

The FCI provides a periodic evaluation of the condition (maintenance) of the institution's physical assets. The FCI produces data which will be used by those making facilities budget/resource allocation decisions and assists in the administration of a pro-active approach to maintenance management.

The FCI Inspection Team will consist of 6-8 people, with backgrounds in pertinent disciplines, who will inspect all areas of the building with regard to maintenance needs. It is anticipated that this inspection will take approximately 4 hours or less to complete. Please notify all building occupants accordingly. You or your designated representative should be available for consultation during a portion of the inspection time. Written comments noting various aspects of the building's physical condition are encouraged and may be prepared prior to the inspection. Please contact me as early as possible regarding known maintenance deficiencies and/or special access requirements or procedures.

The effective maintenance of our institution's physical assets is a significant and essential task and your cooperation in this effort will assist the Office of Facilities Services in successfully executing this important responsibility. Your assistance is greatly appreciated.

FCI INSPECTION SCENARIO

- Building Plans
- Last FCI Report
- Work Order History
- Custodial Report
- Major/Deferred Maintenance List
- LRBP List

FACILITIES CONDITION INVENTORY

RATING FORM

CAMPUS	:	Montana State University - Bozeman
DATE OF INSPECTION	:	June 12, 1996
BUILDING NAME	:	Wilson Hall
BUILDING NUMBER	:	129
BUILDING CATEGORY	:	3
INSPECTION TEAM	:	Jeff Butler Jeff Davis Gary Townsend Darrell Freeland Ken Ostermiller Dave Bergum Rob Harrison

FCI PRIORITIZED RATING SYSTEM

1. SAFETY
2. DAMAGE/WEAR OUT
3. CODES/STANDARDS
4. ENVIRONMENTAL IMPROVEMENTS
5. ENERGY CONSERVATION
6. AESTHETICS
7. OTHER

FCI RATING FORM DEFINITIONS

1. Building Name from Facilities Inventory

2. Building Number from Facilities Inventory

3. Building System to be evaluated

4. Building Category from FCI Building Category Listing.

   The information for 1-4 above should already be provided when the FCI team receives the form.

5. Various pre-determined components of the system being evaluated.

6. Numerical rating in accordance with Prioritized Rating System. Component deficiencies are valued from 1-100 and noted according to priority.

7. Explanation of component deficiencies, noted by Component letter and rating number, i.e., A-2. Use work order terms.

MONTANA STATE UNIVERSITY-BOZEMAN

FACILITY CONDITION INVENTORY — BUILDINGS BY SYSTEM — PAGE 1

Sample FCI report with notes/revisions for current inspection.

AUDIT DATE 3/11/92

BUILDING: AJM JOHNSON HALL
CATEGORY: 04B
SQ FOOTAGE: 41,131
SQUARE FOOT CORRECTION FACTOR 1.04

REPLACEMENT COST $ 4,794,275 — $/SF 115.99

DEFERRED MAINTENANCE/RENEWAL COST $1,443,530

FACILITY DEFICIENCY RATIO 30.09

BUILDING NAME	SYSTEM	COMPONENT	CAT CODE	PRI	%	COST /SF	RENEWAL COST	DEF RATIO	TOTAL SYSTEM REPLACE COST	DESCRIPTION
AJM JOHNSON HALL	FOUNDATION.	EXTERIOR STEPS/RETAINING WALLS	04B	1B	02	5	51	1,095	.05	REPLACE THE STAIR [illegible] AT WEST [illegible]
						$ 4.89	$ 1,095	.03	202,118	
AJM JOHNSON HALL	ENVELOPE.	EXTERIOR WALLS	04B	2A	02	15	4.91	10,442	.15	REGROUT FOUNDATION [illegible] TERRA COTTA TILE
AJM JOHNSON HALL	ENVELOPE	EXTERIOR WINDOWS	04B	2B	02	100	1.21	115,159	1.00	REPLACE ALL WINDOWS.
						$ 11.21	$ 165,601	.36	461,141	
~~AJM JOHNSON HALL~~	~~FLOOR SYSTEM~~	~~FLOOR STRUCTURE~~	~~04B~~	~~3A~~	~~02~~	~~10~~	~~[illegible]~~	~~.10~~		~~[illegible]~~
AJM JOHNSON HALL	FLOOR SYSTEM.	STAIR TREADS/RISERS	04B	3B	03	50	92	19,033	.50	~~[illegible]~~ REPAIR/REPLACE STAIR TREADS [illegible]
						$ 8.80	$ 51,581	.14	367,710	
AJM JOHNSON HALL	ROOF SYSTEM.	ROOF COVERING	04B	4B	02	2 ~~5~~	2.48	$100 ~~1,075~~	.01	RECOAT/REROOF [illegible]
						$ 4.40	$ 1,075	.02	181,865	
AJM JOHNSON HALL	FINISHES.	INTERIOR WALLS	04B	5A	02	5	5.25	19,117	.05	REPAINT INTERIOR WALLS
AJM JOHNSON HALL	FINISHES.	CEILINGS	04B	5B	02	66	6.25	170,498	.66	INSTALL A LAY-IN CEILING SYSTEM THROUGH BUILDING.
AJM JOHNSON HALL	FINISHES.	FLOORS	04B	5D	02	66	5.26	143,492	66	RECOVER ALL FLOORS (VA TILE)
						$ 24.64	$ 333,107	.33	1,018,445	
AJM JOHNSON HALL	SPECIALTIES.	SIGNAGE/DIRECTORIES	04B	6B	02	1	.25	103	.01	INSTALL FORMICA [illegible]
						$ 2.90	$ 103	.00	119,866	
AJM JOHNSON HALL	H & V SYSTEM	HEATING	04B	7A	02	4 ~~2~~	8.22	13,624 ~~[illegible]~~	.07	REPLACE CONTROL VALVES
AJM JOHNSON HALL	H & V SYSTEM	VENTILATION	04B	7B	03	40	6.88	170,621	.60	PROVIDE VENTILATION SYSTEM FOR THE BASEMENT FLOOR
						$ 17.56	$ 177,418	.24	725,807	
AJM JOHNSON HALL	PLUMBING SYSTEM	PLUMBING FIXTURES	04B	8A	02	5	3.72	15,955	.05	REPLACE [illegible]
AJM JOHNSON HALL	PLUMBING SYSTEM	SUPPLY PIPING	04B	8B	03	10	5.40	95,892	.40	REPLACE THE BASEMENT [illegible] TO [illegible]
AJM JOHNSON HALL	PLUMBING SYSTEM	WASTE PIPING	04B	8C	02	70	5.00	167,412	.70	REPLACE ALL [illegible] BASEMENT [illegible]