CONTRACT AMENDMENT
CONTRACT #08-052-DIR

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Dawson County** (CONTRACTOR) 440 Colorado Boulevard, Glendive MT 59330 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of May 29, 2008 and Section 48 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

SECTION 5 – BILLING, PAYMENT, AND COMPENSATION

C. PER DIEM

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

2. The per diem rate constitutes the sole and exclusive payment by DEPARTMENT for the provision of all services required herein, except as otherwise specifically provided in this Contract. The per diem will be established in accordance with the MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities required by 53-30-507 MCA and ARM Title 20, Chapter 28 and included herein as **Attachment A**.

3. DEPARTMENT will guarantee payment for a minimum of seventy-six (76) inmates per day, per month, regardless of the actual number of inmates in the facility.

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

   a) **Effective ~~July 1, 2006~~ July 1, 2007** the standard rate of per diem for General Population offenders is **~~$59.27~~ $63.43** per offender, per day. This per diem rate will remain in effect until a new rate is submitted by COUNTY and agreed upon, in writing, by both parties in accordance with the MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities required by 53-30-507 MCA and ARM Title 20, Chapter 28 and included herein as **Attachment A**.

   b) Incorrect payments to COUNTY due to omission, error, or fraud shall be recovered from COUNTY by deduction from subsequent payments under this Contract, or other contracts between DEPARTMENT and COUNTY, or billed to COUNTY by DEPARTMENT as a debt due to DEPARTMENT. Should DEPARTMENT incur cost in enforcement of this provision, DEPARTMENT shall be entitled to reimbursement for reasonable attorneys' fees, court costs, and witness fees from COUNTY.

5. Debt Owed to DEPARTMENT

   COUNTY'S failure to pay for liquidated damages assessed as a result of non-performance of functions required by this Contract in a timely manner become a debt owed to DEPARTMENT and

may be recovered from COUNTY by deduction from subsequent payments under this Contract. Any non-performance shall be calculated by DEPARTMENT and a bill presented to COUNTY. DEPARTMENT, at its sole discretion, may modify its billing, but said modification of one billing does not require DEPARTMENT to modify future billings of liquidated damages

6. Option to Change Quantity of Service

   DEPARTMENT may upon mutual agreement increase/decrease the maximum amount payable under this contract based upon unit prices established in the Contract and the schedule of services required, as set by DEPARTMENT. DEPARTMENT may only exercise this right by increasing or decreasing services that do not relate to the security of the facility and only as they relate to DEPARTMENT required services. DEPARTMENT may exercise the option by written agreement with COUNTY within a reasonable time before the option begins. Performance of all unaffected services shall continue at the same rate and under the same terms as established in the Contract. The changes will be re-entered into the MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities (included as **Attachment A**) and this Contract shall be amended to reflect any changes to the per diem as a result.

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

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

4-9-09
Date

Brian Schweitzer, Governor
State of Montana

4-24-09
Date

COUNTY

Dawson County Sheriff

4/30/09
Date

Dawson County Commissioner

4/30/09
Date

Dawson County Commissioner

4-30-09
Date

Dawson County Commissioner

4-30-09
Date

Adult Detention/Correction Facility Warden

4-30-09
Date

Reviewed for Legal Content by:

Legal Counsel
Montana Department of Corrections

4/7/09
Date

ATTACHMENT A

MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities
Submitted January 20, 2009

(Not viewable electronically)

MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities

SCHEDULE A

Instructions: This should be completed and submitted to the Montana Department of Corrections by the governing body for the acquisition of detention services for state inmates. The cost information contained in this form will be reviewed by a representative from the MDOC Administrative and Financial Services Division. Upon request, additional supporting data in addition to that included as part of this cost sheet may be requested. The individual designated in Section V will be contacted by an MDOC representative to negotiate a per diem rate and its effective date. Upon completion of negotiations, a contract will be issued by the MDOC Administrative and Financial Services Division and forwarded to the governing body for review and signature. **The governing body shall only request the reimbursement of costs to the extent provided for in the latest revision of OMB Circular No. A-87.** OMB Circular No. A-87 sets forth the principles and standards for determining allowable costs for state, local and Indian tribal governments. If additional guidance is required please contact Montana Department of Corrections, Administrative and Financial Services Division, (406) 444-3930.

Section I - General Information

Facility Name	Dawson County Corrections	Facility Physical Address	440 Colorado Blvd
Phone Number	406-377-7600		Glendive Mt.
Fax Number	406-377-1374		59330
Facility Administrator	Steve Ray		

Section II - Financial Data Summary

TOTAL OPERATING COST FOR REGIONAL CORRECTIONAL FACILITY:

A. Time Frame (Fiscal Year): FROM: 07/01/2007 (MM/DD/YYYY) TO: 06/30/2008 (MM/DD/YYYY)

	ANNUAL COST (Auto-calculated from figures on following pages)
B. Total Personnel Salaries (Schedule B - Part I)	$ 2,034,617
C. Total Personnel Benefits (Schedule B - Part II)	$ 222,721
D. Total Consultants and Contract Service (Schedule C)	$ 348,985
E. Total Other Direct Operating Costs (Schedule D)	$ 367,501
F. Indirect Cost Proposal (Schedule E)*	$ 237,906
A certified indirect cost rate proposal must be submitted if reimbursement for indirect costs greater than 6% is requested.	
G. Total Equipment Depreciation Costs (Schedule F)	$ 26,040
H. Total Building Depreciation Costs (Schedule G)	$ 33,928
I. Total Actual Costs (Sum of Schedule B-G)	$ 3,271,698
TOTAL ACTUAL COSTS FOR PRIOR FISCAL YEAR	$ 3,078,967

Actual State Inmate Days: 51,580
Actual State Inmate Days Per Diem: $63.43

CONTRACT TO PROVIDE OPERATION AND MANAGEMENT SERVICES

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

BY AND BETWEEN

MONTANA DEPARTMENT OF CORRECTIONS

1539 11th Avenue, Helena, Montana 59620-1301

and

DAWSON COUNTY

440 Colorado Boulevard, Glendive MT 59330

The **Montana Department of Corrections** (hereinafter referred to as DEPARTMENT or MDOC) and **Dawson County** (hereinafter referred to as COUNTY), as parties to this Contract and in consideration of the mutual promises contained herein, agree as follows:

This Contract (08-052-DIR) shall replace the previous [original] Contract (DIR-02-002-DAWSON) in its entirety upon receipt of signatures by all parties.

SECTION 1 – DEFINITIONS

"ACA" means American Correctional Association.

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

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

"Biennium" means the two-year period beginning on July 1 and ending on June 30 of odd numbered years which correspond to Montana's legislative sessions and the states budgeting period.

"Bona fide Montana resident" means a resident as defined in Montana Code Annotated § 18-2-401(1).

"Close Custody" means the custody level of inmates whose movement within the Facility is very restricted. This level typically includes inmates released from Maximum Custody or disciplinary segregation who have serious records of institutional misconduct and are re-entering general population. Close custody also includes reception inmates awaiting transfer to the appropriate housing unit (excluding On Leave to Custody (OLTC) and ten day furlough returns). Work assignments are only authorized within the secured area of the facility with direct supervision. Movement of Close Custody inmates within the Facility does not require restraints. Movement of Close Custody inmates outside the Facility does

require wrist, belt, and leg restraints. Transport of Close Custody inmates outside the facility requires a minimum of two (2) staff persons.

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

"Contract Monitor" means DEPARTMENT employee or employees designated to monitor the operation of the facility for compliance with this Contract and the standards established within the parameters of nationally accepted sound correctional practices. The Contract Monitor also serves as the liaison between COUNTY and DEPARTMENT.

"COUNTY" means Dawson County.

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

"DEPARTMENT Policy" means all Department policies to include MSP policy and procedures.

"Direct Supervision" means constant, direct contact with the inmates as a result of facility staff continuously circulating in the housing units, interacting personally with the inmates, as well as performing fundamental tasks, in addition to conducting cell searches and security inspections.

"Facility" means the fully equipped and furnished regional prison, operated by COUNTY, for the incarceration of inmates assigned by DEPARTMENT. Facility includes all housing units, administrative offices, classrooms, hearing room, health services unit and all other structures of whatever kind including roads, fences, infrastructure, utility systems, etc. dedicated to the management of DEPARTMENT inmates.

"FF&E" means furnishings, fixtures and equipment with a unit cost of $500.00 or more and a useful life of one year or more for the facility.

"Fiscal Year" means a one-year period beginning July 1 and ending June 30 the following year.

"For Cause" includes, but is not limited to:

1) Failure of a party to comply with the terms of this Contract;

2) COUNTY Bankruptcy, reorganization, or liquidation; or

3) Failure of COUNTY to comply with the Regional Correctional Facility Act, ACA or NCCHC Standards, or DEPARTMENT rules.

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

"Indirect Supervision" means a non-routine lapse in Direct Supervision is allowed for short, temporary periods provided the inmate is in a secure area or, staff may have visual supervision of an inmate without being within the immediate presence of the offender. When an inmate is housed in a secure area (i.e. Pre-Hearing Confinement (PHC) or Disciplinary Detention (DD)), the inmate shall be directly observed by staff at least every 30 minutes on a random, irregular schedule. Inmates displaying violent, unusual mental or bizarre behaviors should receive more frequent observations as indicated by the assessed risk level.

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

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

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

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

"MCE" means Montana Correctional Enterprises. MCE is a key component within the Montana Department of Corrections. MCE makes available within DEPARTMENT correctional institutions opportunities for employment of inmates in jobs which combat idleness and develop good working habits. MCE provides training and work experience that will assist inmates in eventually securing and holding gainful employment outside the correctional institution.

"Medium Custody" means the custody level of inmates whose movement within the Facility is restricted. Work assignments are authorized within the secured area of the Facility with indirect supervision. Movement of Medium Custody inmates with the Facility does not require restraints. Movement of Medium Custody inmates outside the Facility does require wrist, belt, and leg restraints. Transport of Medium Custody inmates outside the facility requires a minimum of one (1) staff person for local transports and a minimum of two (2) staff persons for mass transports to other facilities.

"Minimum Custody" means the custody level of inmates whose movement within the Facility is unrestricted. Moderate supervision may be implemented when minimum custody inmates are secured within their assigned housing unit or work site. Work assignments are authorized inside and outside the secured area of the Facility. Movement of Minimum Custody inmates does not require restraints. Transport of Minimum Custody inmates outside the facility requires a minimum of one (1) staff person for local transports and a minimum of two (2) staff persons for mass transports to other facilities.

"MSP" means Montana State Prison – Deer Lodge.

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

"Per Diem" means the cost per inmate, per day as determined in accordance with the MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities required by 53-30-507 MCA and ARM Title 20, Chapter 28 and included herein as **Attachment A**.

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

"Priority 1 Incidents", as identified in DEPARTMENT Policy 1.1.13 – Duty Officer System, includes but is not limited to: death of an inmate, employee, volunteer, or visitor; extensive property damage; hostage

situations; sexual assaults; assaults involving hospitalization; riot/disturbance; escape; power outage; suicide; strikes; and any occurrence the facility administrator believes may result in an unusual level of public attention.

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

"State" means State of Montana.

SECTION 2 – GENERAL REQUIREMENTS

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

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

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

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

B. COUNTY shall provide all services and management for the operation of a 152 bed, minimum, medium and close security prison for adult male offenders.

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

SECTION 3 – CONTRACT TERM

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

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

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

SECTION 4 – CONTRACT TERMINATION

This Contract will be subject to the following termination provisions, prior to its expiration date, and may be terminated by DEPARTMENT due to:

A. TERMINATION FOR DEFAULT OR NONCOMPLIANCE

If DEPARTMENT determines that COUNTY has breached any terms or conditions of the Contract, DEPARTMENT shall provide written notice of the breach to COUNTY. Upon receipt of such notice, COUNTY shall have 60 days to cure the default or be declared in default by DEPARTMENT. In the event DEPARTMENT declares COUNTY in default, DEPARTMENT shall have the following remedies available to enforce the terms of the Contract prior to termination of the Contract:

1. Send a "notification of deficiency" to County. COUNTY will then have 30 days to correct the deficiency except as provided in Section 16 related to staffing deficiencies. COUNTY can ask for a 30 day extension in writing which must be received by DEPARTMENT within 10 day of original notice of deficiency. If at the end of thirty (30) days (plus any granted exception) COUNTY has not fixed deficiencies, DEPARTMENT can invoke remedies as provided in Section 2.Upon correction of the deficiency and 30 continuous days of deficiency-free operations (as related to the notice), COUNTY will no longer be subject to remedies identified in Section 2.

2. Levy a graduated scale of liquidated damages per sub-section 4(B) or impose staffing financial remedies per Section 16 – Personnel. DEPARTMENT can impose only one remedy for each incident.

3. Work with COUNTY to modify the terms of the agreement.

4. Provide direct short term assistance or training as determined by DEPARTMENT.

5. DEPARTMENT shall provide written notification of DEPARTMENT'S intent to terminate the Contract. DEPARTMENT shall have the right to terminate the Contract on any future date not less than 10 days following written notification of DEPARTMENT'S intent to terminate. DEPARTMENT and COUNTY may agree in writing notification of DEPARTMENT'S intent to terminate. DEPARTMENT and COUNTY may agree in writing to extend the time period for COUNTY to cure any alleged breach.

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

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

   a) Failure to comply with any federal, sate or local law;

   b) Managing the inmate population in such a manner as to jeopardize the public's, inmate's, or employees' safety, and place DEPARTMENT, State and public at legal risk; or

c) Failure to perform the Contract according to its terms, conditions and specifications.

COUNTY and/or its surety shall be jointly and severally liable to the State of Montana and DEPARTMENT for all loss, cost or damage sustained by the State of Montana and DEPARTMENT as a result of COUNTY'S default.

If COUNTY determines that DEPARTMENT has breached any terms or conditions of the agreement they shall provide written notice of such breach to DEPARTMENT. Upon receipt of such notice, DEPARTMENT shall have 60 days to cure the default or be declared in default by COUNTY. COUNTY shall provide written notification of COUNTY'S intent to terminate the Contract. COUNTY shall have the right to terminate the Contract on any future date not less than 10 days following written notification of COUNTY'S intent to terminate. COUNTY and DEPARTMENT may agree in writing to notification of COUNTYS intent to terminate. COUNTY and DEPARTMENT may agree in writing to extend the time period for COUNTY to cure any alleged breach. In the event of COUNTY'S termination, COUNTY shall pay back DEPARTMENT for its share of the capital construction costs of the facility, **plus** inflation and **less** depreciation,

B. TERMINATION FOR COUNTY INSOLVENCY

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

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

2. COUNTY files a voluntary petition in bankruptcy;

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

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

5. COUNTY files a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invokes or takes advantage of any insolvency law; or

6. A court of competent jurisdiction enters an order, judgment or decree, on the application of a creditor, adjudicating COUNTY as bankrupt or insolvent or approving a petition seeking reorganization of COUNTY or a substantial part of its assets, and such order, judgment or decree continues unstayed for thirty (30) days.

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

C. TERMINATION FOR UNAVAILABILITY OF FUNDS

It is understood and agreed that this Contract is dependent upon appropriation of funds for this Contract by the Montana Legislature. Further, the parties recognize that the act of appropriation is a legislative act. DEPARTMENT and COUNTY agree to take such action as is necessary under the laws applicable to DEPARTMENT to timely and properly budget for and request the appropriation of funds from the Legislature of the State of Montana which will permit DEPARTMENT to make all payments required under this Contract. DEPARTMENT may terminate the Contract without penalty in the event funds for the Contract become unavailable for any reason. DEPARTMENT in conjunction with COUNTY may also adjust required services to match funding available as agreed to by both parties and documented in the per diem calculation in **Attachment A**.

In the event that this Contract is terminated by DEPARTMENT, or as a result of DEPARTMENT'S non-compliance with the provisions of this Contract, then COUNTY will retain full ownership of the entire Facility.

In the event that this Contract is terminated by COUNTY, or as a result of COUNTY'S non-compliance with the provisions of this Contract, then COUNTY shall pay back DEPARTMENT for its' share of the capital construction costs of the Facility, **plus** inflation and **less** depreciation

D. TERMINATION DUE TO DESTRUCTION OR CONDEMNATION

If the facility is totally or extensively damaged by fire or other casualty so as to prevent or substantially limit COUNTY'S operations, or is condemned for public use by a legally constituted public authority, either party may terminate the Contract with written notice provided to the other party within thirty (30) days of the casualty or condemnation. The effective date of such termination shall be the date of the occurrence of the casualty or the effective date of the condemnation.

E. PROCEDURE ON TERMINATION

Upon delivery to COUNTY or DEPARTMENT 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, COUNTY shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

3. Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination, except as may be necessary to avoid the occurrence of penalty assessments and the continuation of which DEPARTMENT has approved;

4. Assign to DEPARTMENT, or a subsequent contractor as the case may be, in the manner and to the extent directed by DEPARTMENT, all of COUNTY'S right and interest under the orders so terminated, in which case DEPARTMENT or a subsequent contractor shall

have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders;

5. With DEPARTMENT'S approval or ratification, settle all outstanding liabilities and all claims arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provision of the Contract;

6. Deliver files, processing systems, data manuals, and/or documentation, in any form, to DEPARTMENT at the time and in the manner requested by DEPARTMENT; and

7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

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

SECTION 5 – BILLING, PAYMENT, AND COMPENSATION

A. BILLING

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

B. PAYMENT

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

C. PER DIEM

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

2. The per diem rate constitutes the sole and exclusive payment by DEPARTMENT for the provision of all services required herein, except as otherwise specifically provided in this Contract. The per diem will be established in accordance with the MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities required by 53-30-507 MCA and ARM Title 20, Chapter 28 and included herein as **Attachment A**.

3. DEPARTMENT will guarantee payment for a minimum of seventy-six (76) inmates per day, per month, regardless of the actual number of inmates in the facility.

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

   a) **Effective July 1, 2006** the standard rate of per diem for General Population offenders is **$ $59.27** per offender, per day. This per diem rate will remain in effect until a new rate is submitted by COUNTY and agreed upon, in writing, by both parties in accordance with the MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities required by 53-30-507 MCA and ARM Title 20, Chapter 28 and included herein as **Attachment A**.

   b) Incorrect payments to COUNTY due to omission, error, or fraud shall be recovered from COUNTY by deduction from subsequent payments under this Contract, or other contracts between DEPARTMENT and COUNTY, or billed to COUNTY by DEPARTMENT as a debt due to DEPARTMENT. Should DEPARTMENT incur cost in enforcement of this provision, DEPARTMENT shall be entitled to reimbursement for reasonable attorneys' fees, court costs, and witness fees from COUNTY.

5. Debt Owed to DEPARTMENT

   COUNTY'S failure to pay for liquidated damages assessed as a result of non-performance of functions required by this Contract in a timely manner become a debt owed to DEPARTMENT and may be recovered from COUNTY by deduction from subsequent payments under this Contract. Any non-performance shall be calculated by DEPARTMENT and a bill presented to COUNTY. DEPARTMENT, at its sole discretion, may modify its billing, but said modification of one billing does not require DEPARTMENT to modify future billings of liquidated damages.

6. Option to Change Quantity of Service

   DEPARTMENT may upon mutual agreement increase/decrease the maximum amount payable under this contract based upon unit prices established in the Contract and the schedule of services required, as set by DEPARTMENT. DEPARTMENT may only exercise this right by increasing or decreasing services that do not relate to the security of the facility and only as they relate to DEPARTMENT required services. DEPARTMENT may exercise the option by written agreement with COUNTY within a reasonable time before the option begins. Performance of all unaffected services shall continue at the same rate and under the same terms as established in the Contract. The changes will be re-entered into the MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities (included as **Attachment A)** and this Contract shall be amended to reflect any changes to the per diem as a result.

SECTION 6 – HOLD HARMLESS AND INDEMNIFICATION

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

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

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

SECTION 7 – RESPONSIBILITY FOR HABEAS CORPUS AND LITIGATION PROCEDURES

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

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

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

SECTION 8 – INSURANCE

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

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

C. **Specific Requirements for Commercial General Liability**: COUNTY shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000.00 per occurrence and $2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of COUNTY or its officers, agents, representatives, assigns or subcontractors.

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

D. **Specific Requirements for Automobile Liability:** COUNTY shall purchase and maintain coverage with split limits of $500,000.00 per person (personal injury), $1,000,000.00 per accident occurrence (personal injury), and $100,000.00 per accident occurrence (property damage), OR combined single limits of $1,000,000.00 per occurrence to cover such claims as may be caused by any act, omission, or negligence of COUNTY or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's for automobiles leased, hired, or borrowed by COUNTY.

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

F. **Certificate of Insurance/Endorsements:** COUNTY must obtain insurance through an insurer with a Best's rating of no less than A- or a political sub-division self insured pool as defined under 2-9-211, MCA. The Contracts and Facilities Management Bureau, PO Box 201301, Helena, MT 59620-1301, must receive all required certificates and endorsements. The certificate must also reference the contract number. This insurance must be maintained for the duration of the contract. COUNTY must notify DEPARTMENT immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

SECTION 9 - COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the State Procurement Bureau with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

SECTION 10 – PREVAILING WAGE REQUIREMENTS – MONTANA BOOKLET ATTACHED

A. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or non-construction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

B. In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

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

C. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

D. The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of **non-construction** services. The booklet containing Montana's **2007** Rates for **non-construction services** is included as **Appendix #1.**

SECTION 11 – PHYSICAL PLANT CONSIDERATIONS

A. COUNTY shall be in compliance with all requirements related to Americans with Disabilities Act Accessibility Guidelines.

B. COUNTY shall comply with all applicable federal, state, and local codes, rules, regulations, and statues related to the operation and maintenance of this facility. COUNTY will also have a preventative maintenance plan in place to ensure equipment and the facility is maintained to achieve maximum usefulness for the life of the equipment and the facility.

C. COUNTY shall undertake all necessary and reasonable measures to assure that all "fatal" and "critical" Facility equipment, appliances, software, firmware, computers, communication, medical, security equipment, building systems, and services to be utilized in performance under this Contract are maintained in good working order and are compatible with DEPARTMENT systems where necessary.

1. "Fatal" shall be defined as a function that is essential to Facility operations, which cannot be worked around, and the failure of which could result in death, injury, severe financial loss, or legal liability to COUNTY or the DEPARMENT. Examples include defibrillators, preferably Automated External Defibrillator (AED), heating and filtration systems, sterilizers, and pagers for medical staff.

2. "Critical" shall be defined as a function crucial to Facility operations, which can be worked around, but only with difficulty and only for short periods. Examples include food service appliances and equipment, programmable environmental controls, security systems, badge readers, communications equipment, and surveillance systems.

D. Within one year after execution of this Contract, COUNTY shall provide a complete set of as-built contract documents including topography drawings, aerial photographs from the cardinal directions, and all aboveground and underground utilities.

E. Upon execution of this Contract, COUNTY shall not alter the size, configuration or mission of the Facility nor demolish any structure without prior notification and review by appropriate DEPARTMENT personnel. DEPARTMENT approval of physical plant modification is not required; however, COUNTY covenants to negotiate in good faith over any concerns raised by DEPARTMENTS review of proposed physical plant modifications to ensure the ongoing safety and security of operations at said facility. Notifications of such proposed modifications shall be provided to the MSP Contract Placement Bureau Chief.

SECTION 12 – FACILITY ADMINISTRATION

COUNTY shall confine and supervise inmates that DEPARTMENT has determined are suitable for transfer to the Facility. COUNTY shall furnish subsistence and all constitutionally mandated health services; provide for the inmates physical needs; provide programs, training and treatment which are consistent with individual needs; retain the inmates in safe, supervised custody; maintain proper discipline

and control; make certain that sentences and orders of the committing court are faithfully executed; provide access to legal assistance for inmates of the Facility; and comply with all applicable federal and state constitutional requirements, laws, rules, regulations, ordinances and court orders.

A. Subject to the terms of this Contract, it shall be COUNTY'S responsibility to ensure that its Administrator has in place a method to facilitate communication, establish policy, explore problems, ensure conformity to legal and fiscal requirements, and implement programs that, from time to time, DEPARTMENT may request to be incorporated into COUNTY'S operation.

B. COUNTY shall have a policy and procedure manual approved by DEPARTMENT, which specifically describes its programs and services. All policies and procedures used to govern operations at the facility will be in accordance with national corrections standards and achieve the same standard of services as identified in DEPARTMENT and MSP Administrative Regulations, policies and procedures. COUNTY'S policies and procedures shall result in operations that meet the requirements of Montana Statutes, applicable court orders and ACA standards, and achieve the objectives of DEPARTMENT. It is understood by both parties that are some physical plant limitations that may not allow all ACA standards to be met. These areas should be listed as mutually agreed to and the standard should be strived for compliance to the extent possible. COUNTY'S policies will generally replicate MSP and DEPARTMENT policies and procedures to encourage consistent inmate management and treatment. The management of DEPARTMENT/MSP Offenders in the Facility shall be consistent with the management of DEPARTMENT/MSP Offenders in DEPARTMENT operated facilities. COUNTY may utilize its own procedures for policy implementation. The policy manual shall be reviewed annually by COUNTY and DEPARTMENT and updated when necessary. All revisions to the manual must be submitted to the Contract Monitor for review and approval. The manual must be accessible to all employees and all revisions must be circulated to all employees prior to implementation.

C. Throughout the term of the Contract and any renewals, COUNTY shall comply with written requests from DEPARTMENT to provide additional written documentation related to Regional Prison operations. COUNTY will provide DEPARTMENT with copies of its institutional orders, post orders, lesson plans, and manuals that support DEPARTMENT written instructions and service specifications related to Regional Prison operations.

D. COUNTY must have a system in place to self-monitor its programs through inspections and reviews by the Administrator or designated staff. Copies of the inspection and review reports will be submitted to DEPARTMENT Contract Monitor quarterly.

E. COUNTY shall, on an annual basis, review its Contingency, Emergency Response and Mutual Aid plans required by DEPARTMENT Policies referenced in Section 7 – Emergency Responses – of the DEPARTMENT Policy Manual. COUNTY shall meet with DEPARTMENT on an annual basis to review the plans.

F. Required Meeting Attendance

COUNTY and/or Designated COUNTY staff shall be required to attend periodic meetings, within the State of Montana, scheduled by DEPARTMENT for the purpose of coordination of services. Attendee titles used by COUNTY may be different and may be collateral duties for staff as long as the position is equivalent. All associated costs to attend described meetings shall be the responsibility of COUNTY and figured into the per diem. The attendance may be by video

conferencing if available. Regularly scheduled meetings shall include, but need not be limited to, the following:

DEPARTMENT Required Meeting	COUNTY Required Attendee(s)	Frequency
Intelligence Group	Intel. Officer / STG Coordinator	Quarterly
Security Committee	Chief of Security	Quarterly
Health Services	Health Services Administrator	Quarterly
Emergency Preparedness	Designated Staff	Quarterly
Grievance/Disciplinary	Designated Staff	Annually
Administrators/PIB	Warden	Quarterly
Mental Health/TX Services	Mental Health/TX Providers	Annually
Classification Specialists	Case Management Supervisor	Monthly
Commissioners/Community	COUNTY	As Needed

G. DEPARTMENT Contractor Monitor(s), authorized DEPARTMENT personnel, and the Montana Legislative Auditor shall have immediate, unlimited access at all times to all areas of the Facility. All persons desiring access of the Facility will be subject to COUNTY'S routine security inspection. COUNTY shall be given reasonable advance notice to accommodate organized tours of the Facility.

H. The on-site Contract Monitor and IPPO shall each be provided a single office space – including telephones and dedicated telephone lines in each office – for the exclusive use of DEPARTMENT **(COUNTY has until July 1st, 2009 to comply with this requirement)**. DEPARTMENT shall be responsible for all costs associated with the telephone service, such as: monthly access and local and long distance charges. After assignment of such office space, COUNTY shall not relocate DEPARTMENT staff without first consulting DEPARTMENT. The Contract Monitor's office key shall not be mastered and shall only be controlled by the Contract Monitor with the master key kept in a break box in central control. The facility Warden may have a key to this office upon mutual agreement of DEPARTMENT and COUNTY, but must submit a completed incident report to the contract monitor if the office is accessed without DEPARTMENT permission.

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

SECTION 13 – GENERAL ADMINISTRATION

A. COUNTY shall work with DEPARTMENT to develop and implement a Forced Labor and Earned Incentive Program consistent with, to the extent possible and within the confines of a regional prison, that operating at MSP. (Reference MSP Policy 5.1.4 – Forced Labor and DEPARTMENT Policy 5.1.3 – Adult Offender Participation in a Community Work Program.)

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

C. COUNTY must adopt, MSP Policy/Procedure 4.1.3 – Personal Property.

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

E. All Facility rules and regulations pertaining to inmates must be conspicuously posted in the Facility housing units.

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

G. COUNTY must develop and implement a written policy and procedure consistent with DEPARTMENT Policy 3.3.4 – Media Access to Offenders.

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

I. COUNTY must adopt MSP Policy/procedure 1.2.12 Inmate/Welfare Accounts/Miscellaneous Revenues.

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

K. COUNTY will be required to provide complete inmate laundry services. Inmates must be furnished correctional uniforms, underwear, socks, appropriate footwear for housing and job assignments and climatically appropriate outerwear, which must be re-issued as needed. Clean linen including pillowcases, pillows, sheets, blankets and towels must be provided to each inmate at least weekly, or sooner, if excessively soiled.

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

M. COUNTY shall work with DEPARTMENT to develop and implement an Inmate Co-pay program consistent with DEPARTMENT guidelines.

N. Prison Rape Elimination Act

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

DEPARTMENT will provide PREA instructor training classes. COUNTY shall be required to send instructor candidates to the instructor PREA training program. COUNTY 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 COUNTY policy. COUNTY 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. COUNTY shall provide proof of compliance.

COUNTY shall ensure that during orientation Offenders receive Facility orientation and orientation material regarding PREA. Offenders shall be required to sign an acknowledgement of having received the information.

Whenever possible, COUNTY will send inmates suspected of having been sexually assaulted / raped to a hospital. COUNTY shall separate the perpetrator and victim. When an Offender is suspected or has been sexually assaulted/raped or been a victim of sexual misconduct, COUNTY 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. COUNTY shall keep that information confidential. COUNTY shall report all incidents or suspected incidents of staff misconduct to DEPARTMENTS' PREA unit and Contract Placement Bureau, as well as, all reportable incidents of sexual assault/rape, sexual misconduct or sexual acts involving inmates.

SECTION 14 – FISCAL MANAGEMENT

COUNTY shall provide DEPARTMENT with a detailed copy of the approved, annual facility budget, as well was quarterly budget status reports. Copies of financial COUNTY audits will also be forwarded to DEPARTMENT, when received by the Facility. A year-end accounting of all actual costs related to the facility must also be provided as required in Administrative Rules of Montana related to this.

SECTION 15 – PROGRAM AUDITS

COUNTY must provide access to the Facility, records, financial records, staff and inmates, to enable DEPARTMENT, the Montana Board of Pardons and Parole, the Montana Legislative Auditor, or other entities of the State, the opportunity to conduct periodic program reviews and/or Contract audits of the Facility and its programs. COUNTY agrees to cooperate fully with DEPARTMENT in its Facility audits and inspections by granting DEPARTMENT access to all areas of the Facility premises, and by providing sufficient staff as necessary to gain access to such areas. DEPARTMENT shall notify COUNTY in writing within thirty (30) days of each deficiency or item of noncompliance discovered during its audits and inspections. If not corrected during DEPARTMENT visit, (on spot correction) COUNTY will provide DEPARTMENT a written corrective plan within thirty (30) working days of receipt thereafter, the parties may agree to a longer response period, not to exceed sixty (60) working days. The corrective plan will entail specific actions and timetables to rectify the deficiency, methods, and equipment to carry out such actions, and the names and titles of Facility staff responsible for implementing the plan.

DEPARTMENT will review the plan, provide necessary comments, and communicate rejection or approval within fifteen (15) working days of receipt of corrective plan. Any DEPARTMENT rejection of a corrective plan will include the reason for rejection. Failure of COUNTY to successfully implement its corrective plan within allotted period will constitute cause for the exercise of any or all of the remedies provided herein. However, this corrective plan procedure shall not apply to liquidated damages which are being assessed for events which have already taken place.

Unless otherwise provided, COUNTY shall submit, on a monthly and quarterly basis required written program reports specifying progress made for each activity identified in COUNTY'S duties and obligations regarding the performance of the Contract. Such written analysis shall be in accordance with the procedures developed and prescribed by DEPARTMENT'S Monthly/Quarterly Report Template. The preparation of reports and required data in a timely manner shall be the responsibility of COUNTY, and failure to comply may result in delay of payment of funds and other remedies outlined in the Contract. Required reports and data shall be submitted to DEPARTMENT or designee not later than the 7th of the month for monthly reports, and the 7th of the month following the end of each calendar quarter for the quarterly reports, or such time as otherwise specified in writing by the DEPATMENT.

MONTHLY & QUARTERLY REPORT TEMPLATE				
ACTIVITIES ATTENTENANCE	MONTHLY TOTALS			
CANTEEN/COMMISSARY SALES	MONTHLY SALES and Profits			
CLASSIFICATIONS COMPLETED	MONTHLY TOTAL'S			
DISCIPLINARY STATISTICAL DATA	MONTHLY, TYPE & DISP.			
ELIGIBLE INDIGENT INMATES	MONTHLY TOTAL			
FACILITY PHONE REUENUE	MONTHLY TOTAL'S			
GED/EDUCATIONAL ATTENDANCE	MONTHLY TOTAL			
GRIEVANCE STATISTICAL DATA	MONTHLY, TYPE & DIS			
INMATE EMPLOYMENT	MONTHLY TOTAL & % OF HIRE			
PAROLE & PRE-RELEASE REPORTS	MONTHLY TOTALS			
PHYS EVALUATIONS/BOPP	MONTHLY TOTAL			
UA RANDOM TESTING/MIN 5%	MONTHLY TOTAL			
TREATMENT/PROGRAM ATTENDANCE	MONTHLY TOTALS			

SECTION 16 – RECORDS AND INFORMATION SYSTEMS

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

A. COUNTY shall provide a Local Area Network with Internet Protocol (IP) capabilities for access to, and use of, DEPARTMENT'S adult offender information system (AOIS) and the State's electronic mail system. AOIS is hosted by DEPARTMENT'S IBM AS/400 mid-range computer and is supported by DEPARTMENT'S Automation and Program Services Bureau. DEPARTMENT is responsible for the actual cost of maintenance and support of the AOIS system. Software used by COUNTY to transport information not AOIS, or to communicate with DEPARTMENT, must be compatible with the software utilized by DEPARTMENT.

DEPARTMENT will alert COUNTY concerning any projected change in DEPARTMENT'S software standards, including effective dates for implementation.

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

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

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

1. Inmate movements (internal/external);

2. Custody classification;

3. Disciplinary infraction and sanctions;

4. Demographic information;

5. Scars and marks;

6. Aliases;

7. Address data for offender and family;

8. Risk and needs;

9. Military data;

10. Association information;

11. Legal data;

12. Electronic images;

13. Fingerprints;

14. Sentencing; and

15. Treatment and education.

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

E. COUNTY will prohibit inmate access to the Internet in accordance with DEPARTMENT Policies 1.9.3 – Offender Access to Computers and 1.9.1 – Information Technology Services.

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

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

H. COUNTY must provide a computer terminal equivalent to those used by county personnel in the Contract Monitors office for review of COUNTY records regarding all facility operations if the system is not compatible with DEPARTMENT'S system.

SECTION 17 – PERSONNEL

A. Staffing Mandated For Secure Operation

DEPARTMENT has determined that sufficiently staffed security, health services, education and food service positions are required to ensure the secure, orderly and appropriate operation of the Facility. COUNTY agrees to be responsible for staffing each and every post according to the mandated staffing pattern and schedule as required in **Attachment C**, Mandated Staffing Pattern, and understands that financial remedies may be imposed as described in the "Remedies" provision herein for noncompliance. The Parties understand that **Attachment C** may not account for all positions required to operate a secure correctional facility, but such additional positions are not subject to liquidated damages under this contract. DEPARTMENT agrees to allow COUNTY a reasonably amount of time to hire employees to meet the mandates staffing pattern. DEPARTMENT recognizes that DAWSON COUNTY is rural and recruiting and qualified applicants can take time. COUNTY, acting in good faith to recruit suitable applicants, may request an additional 60 day period to recruit professional staff listed as yellow or white colored positions in **Attachment C**, but COUNTY must fill those positions with contracted professionals or temporarily promote staff to fulfill those duties in the interim. COUNTY shall at all times provide sufficiently trained staff to provide for and maintain the security, control, custody and supervision of inmates at the Facility in compliance with applicable court orders, ACA Standards, Department Policy and procedures, and this Contract. COUNTY must comply with Federal and State laws related to employment and personnel practices. Bona fide Montana residents must be given hiring preferences in the staffing of the Facility. COUNTY must ensure all areas of responsibilities are addressed relative to hiring requirements (background investigations, fingerprinting, licensure, and registration), recruitment and hiring of vacant and critical positions and position descriptions. The cost for all proposed positions shall be funded within the proposed per diem rate identified in **Attachment A**. COUNTY shall ensure background investigations are conducted and completed

on all potential employees who will work at the regional prison, to include volunteers, consultants, independent Contractors, subcontractors, and the employees and agents of each.

B. The Facility shall staff all positions with qualified employees and "Position Descriptions" for each position must be substantially equivalent to "Position Descriptions" used by DEPARTMENT. DEPARTMENT and the COUNTY agree that positions, or their functional equivalents, highlighted in yellow in **Attachment C** are considered "key/critical:" It is understood that not all positions are full time or directed solely to the State side of the facility. This will be determined and clearly defined in **Attachment A**.

1. DEPARTMENT may assess financial remedies due to COUNTY'S failure to timely fill critical (yellow) positions at the rate listed in **Attachment C**. DEPARTMENT shall not assess financial remedies for failure to permanently fill key/critical positions unless the position has been vacant for thirty or more consecutive days. In the event of a thirty day vacancy, DEPARTMENT may elect to assess financial remedies on the thirty-first day of the vacancy. However, during the vacancy, COUNTY must staff the post with a qualified staff.

C. COUNTY agrees to be responsible for staffing as required in **Attachment C General/Mandated Staffing Pattern,** and understands that financial remedies may be imposed as described in the liquidated damages column in **Attachment C** for non-compliance. The parties understand that **Attachment C** does not account for all positions required to operate a correctional facility, but such additional positions are not subject to REMEDIES under the Contract.

1. Purple Positions/Posts: The positions in **Attachment C** which are highlighted with purple are considered mandatory or minimum level staffing and must be staffed regardless of the number of inmates in the Facility. The reduction in the inmate population does not allow any reduction in the staffing of purple positions. However, no financial remedies shall be made on academic instructors until such teaching posts have remained un-staffed for a cumulative 30days.

2. Two-Hour Rule: COUNTY is required to have a qualified employee working at each and every purple post listed in **Attachment C** at the beginning of the shift. In the event of a vacancy, a position shall be considered to be staffed if: 1) a person of appropriate rank and training to perform the position is working the post, and 2) such back-up staffer is in the Facility and working the position within two hours of the start of the shift and completes the shift. A particular individual cannot cover more than one position per shift. COUNTY may utilize overtime and/or part-time employment of qualified personnel to staff all vacant posts. Failure to meet this two hour deadline will be grounds for assessment of financial remedies DEPARTMENT recognizes that special circumstances may arise from time to time, accordingly this rule will not be effective until the third occurrence in a thirty day period. A warning notice will be issued to COUNTY within two working days of the first and second occurrence. Once enacted though COUNTY must not have any further occurrences with a six month period or each and every occurrence will subject COUNTY to an assessment per **Attachment C**.

3. Un-highlighted (white) Positions: The positions not highlighted in **Attachment C** are important to staff an efficient operation of the facility and COUNTY will make every effort to keep these positions filled. DEPARTMENT shall not assess financial remedies

for failure to permanently fill the essential positions unless the position has been vacant for more than 60 consecutive days.

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

Since vacant positions can have an adverse effect on the Facility's ability to provide adequate services to DEPARTMENT, COUNTY shall notify the on-site Contract Monitor, in writing, within 72 hours after: a) receiving a termination notice from an employee in a key/critical position; or b) a key/critical position becomes vacant. Notification to DEPARTMENT must be made even if the position is filled, or will be filled, within 72 hours of the vacancy. Notification shall include the Facility's interpretation of the impact of the vacancy, as well as, the intended course of action to be taken by the Facility as a result of the vacancy.

If a key/critical position(s) is vacant, or anticipated to be vacant, for more than sixty (60) consecutive days, DEPARTMENT reserves the right to withhold the transfer of additional State inmates to the facility or, at DEPARTMENT'S discretion, remove State inmates from the facility until such time as DEPARTMENT believes the Facility has the appropriate staff necessary to provide services in accordance with the contract terms and conditions.

COUNTY shall maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, and Offenders, and to adequately carry out the provision of this Contract. COUNTY specifically agrees that at all times it will maintain Facility staffing in full compliance with this Contract. DEPARMENT reserves the right to review and provide comments prior to selection, the appointment of personnel for positions to include: Facility Warden, Assistant Warden, Director of Security, and Health Services Administrator.

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

E. Background checks of all potential employees (including consultants, subcontractors and their employees and their agents, independent contractors and their employees and agents, and volunteer workers) are required and must be comparable with those required for DEPARTMENT employees. These include completion of a background investigation and a criminal history records check. COUNTY must not hire any person with a prior felony conviction without DEPARTMENT'S approval.

F. COUNTY will provide access daily to reports which detail contract requirements to include staff assignments (showing attendance) and post coverage by identifying the date, position title, name and rank/title of the person staffing the post, day or night shift and whether or not the position was filled within 2 hours of the beginning of the shift if vacant.

G. In addition to maintaining appropriate staffing levels, as required by **Attachment C** , COUNTY shall immediately verbally notify the Contract Monitor when an employee of COUNTY or designated subcontractor is terminated from employment for cause. For cause is defined to be behavior by the employee that is in violation of any policy or practice of COUNTY or designated subcontractor including but not limited to the following: inappropriate use of force against an Offender, inappropriate relationships with Offenders and/or their families, introduction of contraband, poor attendance, poor work performance, and any other behavior that could be deemed detrimental to the safety and security of the Facility. COUNTY shall notify the Contract Monitor in writing within five working days of termination or end of employment. Such notification shall include employees who resign in lieu of termination or otherwise under color of suspicion of "for cause" behavior.

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

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

J. COUNTY must use its best efforts to reach an early and peaceful settlement to any labor dispute including but not limited to picketing, lockouts and strikes. COUNTY must have plans in place in accordance with DEPARTMENT Policy 3.7.13 – Emergency Staffing Plan, to address staffing during a strike. COUNTY must notify DEPARTMENT at least sixty (60) calendar days prior to the termination of any labor agreement with its Facility employees and must notify 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, 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, COUNTY must cooperate fully with DEPARTMENT to ensure safe operations and must reimburse DEPARTMENT for any costs it may incur during or related to the strike or dispute.

K. Current wages will be factored into the MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities (Ref. **Attachment A**). These wages will generally be based upon positions equivalent to DEPARTMENT'S positions and current wages.

SECTION 18 – TRAINING

A. Staff who will be employed by COUNTY must: be at least 18 years of age; not have a record of a felony conviction; not have any domestic violence convictions (individuals who will be carrying a firearm); pass the pre-service training program provided by COUNTY; pass Correctional Detention Officer Basic training within 1 year of starting service.

B. Training shall be required for all COUNTY employees in accordance with the Contract provisions herein and ACA Standards, regardless of job function.

C. COUNTY must provide, at its expense, employee-training programs substantially similar to those used by DEPARTMENT. COUNTY must have a written detailed training curriculum plan that differentiates between training provided to different classes of employees (e.g., security, clerical) and be approved by DEPARTMENT. At a minimum COUNTY'S employees must receive the same number of hours of pre-employment and in-service training, delivered in a like fashion (e.g., classroom instruction, on-the-job training, correspondence courses) as required by

DEPARTMENT Policy 1.4.3 – Training Standards, Requirements, Methods and Records and ACA Standards.

D. All of COUNTY'S Pre-Service and Advanced Training instructors must meet or exceed ACA requirements. Those individuals who train specialty areas, e.g., Pressure Point Control Tactics, Electronic Restraining Devices, Firearms, Spontaneous Knife Defense, First Aid/CPR or Medic First Aid, Sexual Misconduct, PREA, must have completed additional training which meets the specifications of a copyright holder or the specifications of DEPARTMENT or COUNTY and ACA Standards.

E. Costs for pre-service training, in service/advanced specialized training, and ITIP training will be COUNTY'S responsibility. Initial operational training provided by DEPARTMENT, to include, but not limited to, classification, disciplinary procedures, and daily reports will be provided at DEPARTMENTS expense. Additional operational training provided by DEPARTMENT may be assessed at $30 per student per training session.

F. COUNTY shall establish and maintain all staff training records in accordance with guidelines outlined by COUNTY policy, ACA Standards, and DEPARTMENT policy.

G. COUNTY may not employ anyone who fails to comply with training rules or fails to satisfy applicable training requirements.

SECTION 19 – SECURITY AND CONTROL

A. COUNTY must have a written Fire & Life Safety plan in accordance with DEPARTMENT Policy 3.2.3 – Fire and Life Safety and ACA Standards. All employees and inmates must be informed of and trained to this policy. COUNTY shall ensure that state or local fire officials conduct annual inspections of the facility for compliance with state and local law applicable to the facility's operation.

COUNTY must have a written Emergency Response (Emergency Preparedness) Plan including appropriate procedures, which must be reviewed and approved by DEPARTMENT annually. DEPARTMENT will assist if necessary to ensure the Plan and procedures comply with DEPARTMENT'S Emergency Preparedness Policy and ACA Standards. COUNTY must have a written plan for dealing with inmate disturbances and hostage taking. COUNTY must have a signed Mutual Aid Agreement in place with local fire and health agencies. COUNTY'S policy on the pursuit of escapees must be consistent with DEPARTMENT Policy 3.2.2 – Escape Notification and Prosecution.

COUNTY shall develop, train, and maintain in accordance with DEPARTMENT, P.O.S.T. and ACA Standards, an Emergency Response Team to assist in controlling Offender populations in the event of an emergency. COUNTY will be granted until July 1st 2009 (for recruitment and training) to achieve compliance with this requirement.

B. COUNTY must adopt DEPARTMENT Policies 3.1.8 – Use of Force and Restraints; 3.1.9 – Use of Chemical Agents & Oleoresin Capsicum (OC); and 3.1.17 – Searches and Contraband Control (additional items of contraband may be identified and clearly defined in the Facility policy) and 3.1.10 Taser Deployment.

C. COUNTY must have a written plan to control movement inside and outside 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. COUNTY will be required to provide security at all times for inmates assigned to its custody. This includes, but is not limited to: inmate counts, court appearances, off-site medical appointments, and hospital stays.

D. COUNTY must have written policy/procedures consistent with DOC Policy/Procedure 3.1.12 – Transportation of Inmates governing the transportation of inmates. DEPARTMENT will provide initial transportation of inmates to the facility on a bi-monthly basis COUNTY is responsible for all other transportation and security functions including, but not limited to, transportation for health care services, on-site parole board hearings, disciplinary/management transfers, and local court appearances. DEPARTMENT and COUNTY agree to coordinate and share transportation responsibilities and costs not specifically addressed in this contract. DEPARTMENT Offenders shall not be transferred from the Facility without express prior written authorization from DEPARTMENT'S Contract Placement Bureau. In the event of an emergency or after normal business hours a verbal approval may be made by DEPARTMENT'S Contract Placement Bureau with a written authorization to follow as soon as possible. In the event a DEPARTMENT Offender's behavior becomes unmanageable at the Facility and an immediate move becomes necessary, the Facility Warden or designee shall submit a Classification Review and all pertinent reports to the Contract Placement Bureau for determination of appropriate placement. In such cases, COUNTY will provide transportation to the selected DEPARTMENT facility.

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

F. COUNTY shall be responsible to prevent escapes from the facility. COUNTY shall engage in immediate pursuit of an escapee and coordinate continuous off-site pursuit with local law enforcement agencies. COUNTY shall immediately notify local law enforcement agencies, the MSP Command Post, and Contract monitor upon discovery of an unauthorized absence or escapee. COUNTY shall have in place, specific escape action plans that address initial notifications, deployment of escape posts and follow-up actions. MSP shall be responsible for entering the escapee into NCIC by issuing an "attempt to locate" and "pick up and hold" notifications. Escape flyers will be distributed to local law enforcement and media representatives. COUNTY shall be responsible for all costs associated with the pursuit and capture of an escapee and his transportation back to secure custody in the State of Montana.

G. COUNTY shall be responsible for all costs incurred by the State or any political subdivision of the State incurred as the result of escapes, riots, disturbances, or other natural or human caused events at the Facility with the exception of court costs identified in 53-30-110 MCA.

H. COUNTY shall not permit any inmate to work outside the fenced perimeter of the Facility without the express written approval of DEPARTMENT. Reference DEPARTMENT Policy 5.1.1 – Offender Employment.

I. COUNTY must have written policy and procedure governing the control and use of keys and tools consistent with DEPARTMENT Policies 3.1.13 – Key Control and 3.1.14 – Tool and Dangerous Material Control.

J. COUNTY shall submit written procedures, position descriptions and post orders for Facility security and control to DEPARTMENT. Written procedures, position descriptions, and post orders addressing Correctional Officer Post Orders shall be consistent with DEPARTMENT Policy 3.1.2 – Facility Post Orders and shall include, but need not be limited to, the following:

1. Procedures to ensure COUNTY control of an Offender incident, in accordance with the DEPARMENT'S Emergency Plan, until/if relieved by DEPARTMENT. COUNTY shall establish a designated Emergency Response Team as specified in DEPARTMENT'S emergency plan within the Facility.

2. COUNTY shall enter in Mutual Aid Agreements/Contracts with local authorities, ensuring that providers of firefighting and emergency medial services have access to the Facility during emergency situations as requested by COUNTY or DEPARTMENT and in accordance with COUNTY'S security requirements. COUNTY shall copy the CONTRACT Monitor on all Mutual Aid Agreements and Memorandums of Understanding entered into by COUNTY.

3. Facility procedures regarding the use of restraints and physical force in accordance with MSP Policies 3.1.8 – Use of Force and Restraints; 3.1.9 – Use of Chemical Agents & Oleoresin Capsicum (OC); and 3.1.10 Taser Deployment.

4. Procedures to address those matters defined as Priority 1 Incidents in DEPARMENT Policy 1.1.13.

5. COUNTY'S post orders shall provide direction to staff regarding responsibilities assigned to specific posts in support of Facility procedures.

6. During the term of the contract and any renewals thereof, when changes occur to existing DEPARTMENT and/or MSP Policies and Procedures, Administrative Rules, courses or curriculum, that are determined to be relevant to the operation of the Regional prison, DEPARTMENT shall notify COUNTY in writing or by electronic notification.

   a. Required changes to COUNTY'S written procedures, post orders, or manuals shall be accomplished by COUNTY within sixty (60) days after receipt of DEPARTMENT'S written notice and submitted to the Contract Monitor, or designee, for approval.

   b. The Contract Monitor, or designee, shall notify COUNTY within ten (10) days after receipt of the revised documents as to approval or disapproval of the revision.

   c. Unsatisfactory revision shall be rewritten by COUNTY with direction provided by DEPARTMENT and resubmitted to the Contract Monitor, or designee, for approval within a time frame stipulated by DEPARTMENT.

K. COUNTY must have written policy and procedures addressing entrance procedures into the facility and security inspection of the facility. The policies and procedures shall be consistent with DEPARTMENT Policies 3.1.5 – Entrance Procedures and Detainment of Non-offenders and 3.1.15 – Security Inspections.

SECTION 20 – FOOD SERVICES

A. COUNTY must provide three meals including two hot meals for each inmate at regular meal times during each 24-hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food demands. Further, COUNTY must:

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

2. Serve all regular menus based on the Recommended Dietary Allowances (RDA) for males aged 25-50 years as provided by the National Research Council Food and Nutrition Board.

3. Maintain adequate refrigeration, cooler and dry storage space to keep a minimum one-week food inventory supply on hand at the Facility.

4. Keep the kitchen and the dining area adequately ventilated, properly furnished, and clean. A supervisor must conduct routine inspections on a weekly basis.

5. Keep documentation at the Facility by state or local inspection authorities that food service facilities and equipment meet established governmental health and safety codes must be maintained. Deficiencies must be noted and corrected as quickly as possible and within a reasonable period of time.

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

7. Adopt and implement DEPARTMENT Policy 4.3.5 – Food Service in Special Housing Units.

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

C. Food service staff must develop and publish advance menu plans that are approved by a registered dietician. Copies of all menus served must be kept at the Facility with menu substitutions documented.

D. COUNTY must provide special medical and religious diets in accordance with DEPARTMENT Policy 4.3.6 – Special Diets.

SECTION 21 – HEALTH CARE SERVICES

COUNTY is responsible for providing health care services to inmates as an integral part of this contract. In accordance with the language of this section, COUNTY agrees to develop and implement an on-site health services delivery system to provide a constitutionally mandated level of health care. COUNTY

further agrees that costs incurred in the provision of health services shall be routinely compared with costs incurred by other facilities within Montana's correctional system for parity and uniformity. All medical/dental services must comport with DEPARTMENT policies and National Standards such as National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA). This section is divided into four categories: medical care, dental care, mental health treatment and a general category applicable to the provision of health care regardless of a specific treatment area. The general provisions are applicable to all categories except to the extent of any conflict within a specific treatment area.

A. General Provisions

1. Emergency Care

a. COUNTY shall provide emergency response twenty-four (24) hours a day, seven (7) days per week. The cost of off-site emergency services such as emergency room charges will be the responsibility of DEPARTMENT.

2. Nursing Care

a. COUNTY shall provide on-call RN or LPN nursing care Monday through Friday, with adequate on-call coverage on seven days a week to provide for triage, treatment and medication administration. COUNTY shall ensure that individuals providing nursing care are licensed to provide such care in the state of Montana. COUNTY shall ensure the appropriate training of nursing personnel to provide adequate assessment and triage. At a minimum, COUNTY shall provide an RN to supervise LPN's employed at the facility. The cost of nursing care will be COUNTY'S responsibility as part of the per diem.

3. Consistency of Care

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

4. Laboratory Services

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

5. Medications

a. As part of the per diem, COUNTY shall provide medications, both prescribed and over-the-counter and supply documentary materials as part of the per diem and

personnel to administer and account for medications in keeping with DEPARTMENT'S drug formulary and with the Montana Nurse Practice Act and Board of Pharmacy regulations. COUNTY will advise local providers to use the DEPARTMENT drug formulary in most instances. Local providers must be able to justify the use of non-formulary medications at the DEPARTMENT Medical Directors request.

b. COUNTY must have written policies regarding the possession and use of controlled substances, prescribed medications and over-the-counter drugs. The policies must stipulate that prescribed medications are administered according to the directions of the prescribing professionals. There must be written policies and procedures which specify that the records of all medications distributed by Facility staff will be maintained and audited monthly and include the date, time and name of the inmates receiving medication, and identification of the staff member distributing such medication. The cost of all medications, both prescribed and over the counter will be COUNTY'S responsibility as part of the per diem.

6. Health Education

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

7. OSHA Compliance

a. COUNTY shall develop and implement both an OSHA exposure prevention plan and post-exposure treatment plan. The plan must include an infectious disease control plan and monitoring according to ACA, NCCHC and/or CDC guidelines. The cost to ensure and maintain compliance is COUNTY'S responsibility.

8. Health Screening

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

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

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

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

9. Sick Call

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

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

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

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

e. Costs of services set forth in this [sub-section 9] are COUNTY'S responsibility as part of per diem.

10. Off-site Security and Transportation

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

11. Staffing & Equipment

a. COUNTY shall provide adequate numbers of trained staff and equipment to provide health care in accordance with community and National standards. COUNTY must also provide for annual re-certification of all officers and health care staff in basic cardiopulmonary resuscitation. Staff must also be certified/licensed in accordance with state law. Costs of this service will be the responsibility of COUNTY.

12. Informed Consent

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

13. Suicide

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

14. Notification of Next of Kin

a. COUNTY shall adopt policies and procedures providing for the prompt notification of an inmate's next of kin and DEPARTMENT in case of death, surgery, injury, or serious illness as defined in DEPARTMENT Policy 4.5.33 – Notification of Offender Medical Emergency. Any death must be reported immediately to the proper officials as specified in DEPARTMENT Policy 4.5.34 – Offender Death. The cost will be COUNTY'S responsibility.

15. Continuous Quality Improvement

a. COUNTY shall provide a Continuous Quality Improvement program and provide reports to DEPARTMENT Medical Director relative to findings, actions, and assessments pertaining to the provision of health care services within the Facility. Requested reports will be provided to DEPARTMENT Medical Director and will include:

1. Number of nursing contacts.

2. Number of provider contacts.

3. Number of outside referrals.

4. Inmate name, medication, and number of prescriptions per inmate.

5. Timeliness of sick call, triage and evaluation by discipline (Nursing, Mid-Level, M.D.).

6. Number of transports to hospital or outside provider.

7. Number of admissions to hospital with diagnosis.

8. Number of emergency room visits with diagnosis.

16. Medical Costs

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

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

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

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

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

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

17. Exceptions

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

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

c. The State, pursuant to Montana Code Annotated § 46-4-122(2)(a), is solely responsible for the cost of a post-mortem examination conducted upon an inmate who dies in the custody of the Facility.

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

B. Medical Services

1. Continuity of Care

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

2. Diagnostic Exams-Costs

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

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

3. Vision Exams

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

C. Mental Health

1. Emergency Mental Health Services

a. COUNTY shall have the capability and, when clinically indicated, will provide emergency mental health services twenty-four (24) hours per day, seven (7) days per week. Mental health services must be available and provided by licensed and/or certified mental health professionals. Nothing in this section shall be interpreted to prevent a licensed clinician from using psychotropic medications when required in an emergency situation to prevent the inmate from causing injury to the inmate's self or others.

2. Costs of Mental Health Services

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

3. Treatment Plan

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

4. Physical Restraints

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

5. Segregation

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

D. Dental Services

1. Type of Service

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

2. Treatment Plans

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

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

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

E. Budgetary Consideration – Health Care Services

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

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

SECTION 22 – CASE MANAGEMENT AND CLASSIFICATION

A. COUNTY Case Manager functions within COUNTY shall include managing appropriate and timely classification of all inmates, providing crisis intervention, work assignments, programmatic activities, managing behavior, developing open communication between staff and inmates, and assisting with facility operations and inmate development. Other functions consists of documenting and communicating to other personnel any behavior that would present a risk to the facility, staff, other inmates, or the public to ensure appropriate action is taken to safeguard DEPARTMENT'S and COUNTY'S mission Some of the duties described here can be assigned as collateral duties of others as prescribed by DEPARTMENT'S position descriptions.

B. Inmate accessibility to Case Manager

1. COUNTY will have scheduled case management coverage a minimum of five days per week.

2. Case Mangers will be assigned to work hours as determined by facility heads to allow for inmate accessibility compatible with the role of case management and facility need.

SECTION 23 – COUNSELING, RECREATIONAL AND RELIGIOUS PROGRAMMING

In order to provide a continuum of services for inmates, COUNTY shall provide academic and counseling programs within the budgetary constraints as agreed upon by both parties. The programs to be offered by COUNTY require review and approval by DEPARTMENT prior to implementation.

A. COUNSELING

The content of counseling programs shall be comparable with those offered by DEPARTMENT and those required by the courts and the Board of Pardons. While any inmate is housed at the Facility, COUNTY shall provide sufficient counseling resources and personnel to ensure that any court-ordered counseling requirements for the programs listed herein may be completed prior to the initial parole eligibility date of the inmate – provided that the inmate is placed in the facility in

a timely manner that permits programming to occur. Counseling programs shall include, at a minimum, the following:

1. Cognitive Restructuring

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

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

2. Anger Management

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

   - One group composed of a minimum of 4 and a maximum of 10 inmates.
   - The group will meet once a week, until the program is completed.
   - Anger Management groups may be consolidated into the Cognitive Restructuring groups as allowed by DEPARTMENT.

3. Chemical Dependency Treatment

   Chemical Dependency Programming will use a cognitive, behavioral approach treatment model. At least ten (10) total inmates will be enrolled in the continuum of care. The continuum of care should include a sixteen-week (approximate length) program for primary treatment, with unlimited aftercare. The following components are the minimum standards to be used:

   a. Primary Treatment

   - One individual weekly session as needed.
   - One (1) 2-hour group per week to average 2 hours per week, per offender.
   - 16-week program length (approximate).

B. RECREATION AND HOBBY

COUNTY must provide adequate opportunities for physical exercise. Recreational programs shall include indoor and outdoor activities. The type, frequency, and level of activities must meet ACA Standards. Inmates participating in recreational activities will generally be directly supervised.

1. COUNTY must establish and operate a hobby program consistent with ACA Standards. In addition, COUNTY must establish a hobby policy that generally conforms to MSP Policy.

C. RELIGIOUS ACTIVITIES

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

D. EDUCATIONAL SERVICES

1. ACADEMIC

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

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

Inmates falling below 6.0 grade level on the TABE test are highly recommended for education.
Offenders who score below an 8.0 grade level shall be provided an Adult Basic Education (ABE) course as a prerequisite to entry into GED preparation

COUNTY shall provide Academic programs in accordance with the following:

- All teachers must be certified through Montana Office of Public Instruction.
- Post testing of the inmate will be conducted at least every six months to show progress.
- Academic programs must involve an average of 10 inmates at any given time, with the understanding that number may vary according to need.
- All programs must be consistent with the educational program at MSP
- Inmates will be paid to attend educational programs similar to those at MSP

Academic programs must be provided five days a week, Monday through Friday, with the exception of holidays. At least two sessions shall be offered each day. Each programming session shall last for a period of 3 hours

SECTION 24 – INMATE WORK AND PAY

Inmates shall be required to work – to the extent possible – subject to limitations of the facility to provide work opportunities and health or physical limitations of each individual inmate. Inmate workers must receive pay comparable to that received by State inmates housed in other DEPARTMENT facilities consistent with DEPARTMENT Policy 5.1.3 – Adult Offender Participation in a Community Work Program and MSP Policy 5.1.4 – Forced Labor. Funds for institutional workers pay are included in the per diem rate as set forth in Section V. Payment to inmates employed in the MCA industries programs will be the responsibility of MCE.

SECTION 25 – INMATE BANKING PROCESSES

COUNTY will input deposits and withdrawals into the inmate banking system, and will collect mandatory restitution and/or child support in accordance with State laws and administrative regulations. Offender accounts are not to be charged by COUNTY for damages and other non-mandatory charges if it will cause the Offender's account to go into a negative balance. All inmate pay and incoming money orders for

DEPARTMENT inmates are to be deposited by COUNTY. COUNTY will provide the Offender with a receipt for incoming money order deposits. Offender requests for withdrawals will be done in accordance with DEPARTMENT policies and procedures. COUNTY will follow DEPARTMENT/MSP policies and procedures in regards to the inmate banking process to include but not limited to Offender Debt Collection, Canteen, Offender Restitution and Child Support Withholding. DEPARTMENT will furnish revisions to Policies and Procedures as they are issued. COUNTY will issue a generated inmate bank statement to each of DEPARTMENT Offenders on a monthly basis.

SECTION 26 – INMATE ORIENTATION

COUNTY shall provide orientation to inmates that includes, but is not limited to, 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 27 – INMATE MAIL, TELEPHONES, AND VISITATION

A. COUNTY must adopts and implement DEPARTMENT Policies 5.4.1 – Offender Correspondences and 5.4.3 – Offender Access to Telephones.

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

SECTION 28 – INMATE RIGHTS

A. GRIEVANCE PROCEDURES

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

B. DISCIPLINE

COUNTY shall provide staff to conduct disciplinary hearings for all severe, major, and minor disciplinary actions taken and enter the findings on the DEPARTMENT'S AOIS. DEPARTMENT will include sufficient funds in the negotiated per diem rate to pay for the services of a (part time) hearings officer.

COUNTY must adopt and implement MSP Policy 3.4.1 – Institutional Discipline. Disciplinary offenses and penalty codes must be posted in each inmate living area and other appropriate areas accessible by inmates. Offender disciplinary actions at the Facility must be reasonable and proportionate in relation to the violation, be taken in an impartial and nondiscriminatory manner, not be arbitrary or retaliatory; and not be physically abusive. On a weekly basis, COUNTY must provide DEPARTMENT with copies of all documentation concerning Severe and Major disciplinary actions taken by COUNTY against inmates. On a monthly basis, COUNTY shall also provide statistical information on the number and types of disciplinary reports and their

dispositions. DEPARTMENT shall have final authority to approve, amend, or disapprove severe level disciplinary actions by COUNTY.

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

C. LEGAL ASSISTANCE

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

SECTION 29 – INMATE TELEPHONES/COMMISSIONS

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

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

C. The selected service provider shall allow COUNTY the ability to monitor and record inmate telephone conversations and ensure that certain phone numbers, (e.g. attorney, legal, and other authorized calls) cannot be monitored. In addition, the provider must allow the Facility to control what phone numbers an inmate may access.

SECTION 30 – CANTEEN

A. COUNTY must make canteen items available to inmates. COUNTY must maintain separate financial records and accounts for all canteen business. The Facility commissary/canteen system must interface with the facility's inmate banking system. All profits above day-to-day operational costs from the canteen operation must be deposited in the separate Inmate Welfare Fund account and used as defined herein.

B. COUNTY is required to use MCE Canteen Services for DEPARTMENT Offender purchases of Canteen items. MCE Canteen Services will provide a list of merchandise consistent with MSP Procedure 4.1.3 Inmate Personal Property and sales prices to COUNTY prior to offering items for sale to the Offender population. MCE Canteen Services will sell and deliver the canteen order to COUNTY on a weekly basis. The orders will be inspected by COUNTY for accuracy and contraband. DEPARTMENT Offender accounts will be charged for the Canteen purchases and any non-DEPARTMENT Offender orders will have to be paid for by COUNTY. 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 Offenders.

MCE Canteen Services will provide COUNTY with a recap of orders purchased and total dollar amount of orders delivered.

SECTION 31 – CLASSIFICATION AND TRANSFER

A. Inmates to be transferred to the Facility may be assigned a custody classification by DEPARTMENT or, by COUNTY in consultation with DEPARTMENT. COUNTY must utilize MSP Policy 4.2.1 – Inmate Classification Procedures and DEPARTMENT Policy 4.2.2 – Special Needs Offenders, as well as, other relevant classification and housing policies, as developed. COUNTY has no authority to transfer, discharge, or release an inmate without the prior written approval of DEPARTMENT. DEPARTMENT has final authority with respect to any placement, transfer, discharge, or release decision. DEPARTMENT/MSP Offenders to be housed in the Facility shall be selected by the Contract Placement Bureau Staff on the basis of the criteria set out in DEPARTMENT/MSP Policy/Procedures 4-8-100 Contract Placement Bureau Operations.

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

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

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

E. 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 DEPARTMENT.

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

SECTION 32 – COMMUNICATIONS

A. Priority 1 incidents

Following pertinent portions of the Duty Officer Policy (Reference DEPARTMENT Policy 1.1.13 – Duty Officer System), the Facility Administrator will ensure that the MSP Command Post and Contract Monitor receives immediate oral reports of all Priority 1 incidents. Written reports concerning these incidents shall be faxed to DEPARTMENT within 8 hours of discovery of the incident.

In addition to Priority 1 Incidents, COUNTY shall immediately inform DEPARTMENT of all reportable incidents involving DEPARTMENT Offenders assigned to the Facility. Reportable incidents shall be reported and documented on the daily operational reports.

B. Daily operational reports

The daily operations form (supplied by DEPARTMENT) includes issues such as all temporary lock up incidents, severe and major disciplinary reports, off-site medical transport, use of force incidents, administrative segregation placements, inmate on inmate assaults, inmate on staff assaults, contraband seizures, daily counts, and urinalysis reports. Daily reports completed by the facility shall be electronically transferred to the on-site monitor and the Contract Placement Bureau or, at the request of the Contract Placement Bureau Chief, faxed to the Contract Placement Bureau.

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

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

E. Counts

Any count changes at the facility will be reported to the on-site contract monitor and, as requested, the Contract Placement Unit in Deer Lodge at the time of COUNTY change. Count changes include: inmates on leave to court; transfers from other facilities; transfers to prerelease placements, MCDC, TSCTC (Boot Camp), or Corrections Connections; discharge; parole; or, extended hospital stays. The report shall include the new total count and the inmate(s) name and AO number that were moved.

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

G. DEPARTMENT Liaison for this Section will be the Contract Placement Bureau Chief.

SECTION 33 – INDIGENT INMATES

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

SECTION 34 – REMEDIES

A. Withholding of Payment for Non-Performance

1. In the event of a non-performance by COUNTY of a type described in **Attachment B**, DEPARTMENT may withhold payment for non-performance in the amounts designated in **Attachment B** from any amounts owed. The parties agree that due to the complicated nature of COUNTY'S obligations under this Contract it would be difficult to specifically designate a monetary amount for a nonperformance by COUNTY designated in

Attachment B. Said amounts are likely to be uncertain and not easily proven. COUNTY hereby represents and covenants that it has carefully reviewed the withholding of payment for non-performance contained in **Attachment B** and agrees that said amounts are the specific payments for non-performance. Damages resulting from negotiation between the parties, represent a reasonable relationship between the amount and what might reasonably be expected in the event of nonperformance, and are a reasonable estimate of the damages that would occur from a nonperformance.

B. In addition to other specified remedial actions contained within this contract and those remedies contained in Statute, DEPARTMENT may also exercise the following remedial actions should it find that COUNTY substantially failed to satisfy or perform the duties and obligations in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities, failure to fill positions, or inaction by COUNTY. These remedial actions are as follows:

1. Withhold payment to COUNTY for those services or obligations which have not been performed. As to all liquidated damages provisions in this Contract, the parties agree that the anticipated damages to DEPARTMENT are uncertain in amount or difficult to prove, that the parties intend to liquidate the damages in advance, and that the amounts stated in this Contract, including those in **Attachment C** and in this section are reasonable and not greatly disproportionate to the presumable loss or injury. Accordingly, COUNTY'S failure to perform will result in amounts due as follows and may be directly set-off against amounts due and payable by DEPARTMENT to COUNTY:

   a. Personnel/Staffing under section 16: COUNTY'S failure to adequately staff the Facility according to the staffing pattern in **Attachment C** may result in liquated damages or withholding monies for services not performed assessed per the values per position per post as set out in **Attachment C**.
   b. Education: COUNTY'S failure to provide educational services as required may result in liquated damages assessed at One Hundred and Seventy Dollars and Zero Cents ($170.00) per day/ per class session for programs not held/offered.
   c. Administrative Regulations: COUNTY'S failure to perform services in accordance with any DEPARTMENT Policy to the extent required by this Contract shall be subject to assessment of liquidated damages per **Attachment B**.
   d. If the public safety is threatened, liquidated damages may result up to and including terminating the Contract immediately without the required notice; and
   e. Withhold payments to COUNTY and or assess damages to COUNTY as reimbursement to DEPARTMENT for costs, including direct, incidental and consequential damages, arising from disturbances at the Facility.

   The above remedies are cumulative and DEPARTMENT, in its sole discretion, may exercise any or all of them individually or simultaneously.

C DEPARTMENT shall notify the Operator in writing of the non-performance and the amounts to be withheld as liquidated damages. DEPARTMENT'S Contract Monitor will prepare a Notice of Non-Compliance that will identify each instance of non-compliance with this Contract. DEPARTMENT will grant COUNTY thirty (30) days to rectify the noncompliance and may also allow COUNTY additional time, as appropriate, provided COUNTY demonstrates a good-faith effort to achieve compliance.

D If the Contract Monitor determines that COUNTY has not rectified the non-compliance within the time period specified, the Contract Monitor shall prepare a Notice of Non-Compliance and Withholding of Funds for Services Not Provided (hereafter "Notice of Assessment"). 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 funds withheld and assessed for each instance of non-compliance. DEPARTMENT'S Contract Monitor will mail the Notice of Assessment to COUNTY contact person, certified, return receipt requested.

E If COUNTY disputes the assessment, COUNTY shall mail a Notice of Disputed Assessment to the Contract Placement Bureau Chief 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, and must provide supporting documentation. If COUNTY 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, COUNTY waives the right to contest the assessment of non-compliance by DEPARTMENT.

F. DEPARTMENT shall have 10 days from receipt of COUNTY Notice of Disputed assessment to reconsider the assessment. If DEPARTMENT does not respond to the Contractor within said 10 days, DEPARTMENT will be considered to have affirmed the assessment of the non-compliance. DEPARTMENT action or inaction as set forth in this paragraph shall be considered its final decision.

G. In the event that DEPARTMENT'S final decision is to assess a withholding of funds, the amount of the withholding shall be deducted from the next payment made to COUNTY by DEPARTMENT.

H. If COUNTY is not satisfied with the final decision of DEPARTMENT, COUNTY may utilize the Alternate Dispute Resolution procedure provided for in Section 46, Alternate Dispute Resolution, of this Contract.

I. In the event that COUNTY is determined not liable for the withholding, COUNTY shall be reimbursed the amount of the withholding, plus interest at a rate equal to the short term investment pool rate (STIP).

J. In assessing a withholding, the following conditions shall apply:

1. COUNTY shall be assessed a fine for each day of non-compliance after all notices and extensions have expired and compliance is not achieved.

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 **Attachment B**, the amount of withholding 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 COUNTY 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 contract 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.

6. It is hereby agreed between the parties that the withholding of payment for non-performance represent solely the damages and injuries sustained by DEPARTMENT in losing the benefit of the bargain with COUNTY and do not include:

a. Any injury or damage sustained by a third party and COUNTY agrees that the withholding of payment for non-performance amount is in addition to any amounts COUNTY may owe DEPARTMENT.

b. Any damage sustained to the Facility or property located therein as a result of COUNTY'S non-performance.

K. DEPARTMENT may continue to withhold payment for services not provided or a portion thereof until COUNTY cures the non-performance or DEPARTMENT terminates the Contract.

L. DEPARTMENT is not obligated to assess withhold of payment for non-performance before availing itself of any other remedy.

M. DEPARTMENT may choose to discontinue withholding of payment for non-performance and avail itself of any other remedy available under this Contract or at law or in equity.

SECTION 34 – FURNISHINGS, FIXTURES, AND EQUIPMENT

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

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

SECTION 35 – LIAISONS

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

A. The Contact Persons for DEPARTMENT are:

Operational Issues:	On-site Contract Monitor/Contract Placement Bureau Chief
Contract Issues:	Contracts Manager
Notice/Litigation:	Chief Legal Counsel
Emergency Contact:	MSP Command Post

B. The Contact Persons for COUNTY are:

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

Replacement of the positions identified herein shall be accomplished by written notice to the other party. All notices, reports, billings, and correspondence to the respective parties of this Contract shall be sent to the attention of the appropriate person in the position listed above.

SECTION 36 – 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 37 – EMERGENCY OPERATIONS AND MANAGEMENT

DEPARTMENT shall have the right to enter and assume control of the State side of the Facility if COUNTY fails to correct substantial contractual violations documented by the Contract Monitor, or upon the occurrence of other serious circumstances (e.g., strike, acts of God) involving COUNTY'S ability to operate the Facility which the DEPARTMENT believes may affect the life, health, or safety of inmates, Facility employees, or the public, or that may otherwise substantially impact the security of the Facility. If DEPARTMENT takes control of the Facility, DEPARTMENT shall suspend all contractual payments to COUNTY and undertake all applicable costs for the State side for the period DEPARTMENT occupies and operates the facility. The DEPARTMENT will not take immediate control of the operations and management of the Facility in instances involving contractual violations without providing COUNTY 48-hours verbal notice with written notice to follow.

COUNTY acknowledges that DEPARTMENT has the authority at all times to enter the Facility for the purpose of quelling disturbances and maintaining the orderly operation of the facility, if DEPARTMENT Director or his/her designee determines, in conjunction with the Sheriff and facility Warden, that such action is necessary to protect the public safety. This authority entails providing assistance to Facility staff up to and including assuming operational control of the Facility until the disturbance is completely controlled. Both parties will cooperate in quelling disturbances in the Facility. At all times while engaged

in such operations in the Facility, DEPARTMENT staff will retain their character as State employees and will remain under the control and direction of DEPARTMENT Director or his/her on-site designee. DEPARTMENT staff shall at no time be under the control or direction of the Sheriff, Facility warden or staff. DEPARTMENT staff, during such operation, will conduct themselves in accordance with DEPARTMENT Administrative Rules, policies and procedure governing Facility disturbances and use of force. Nothing herein may be construed to restrict the right of DEPARTMENT Director to immediately withdraw DEPARTMENT Offenders from the Facility if, in his/her sole discretion, such action is necessary to preserve the public safety or the health and safety of Offenders or staff. DEPARTMENT will integrate into its emergency plans provisions for subduing Facility disturbances, and will incorporate such provisions into its special operations. A Facility disturbance is defined as a riot, organized group disturbance, inmate work stoppage, hostage situation, or any other major incident that disrupts or is likely to disrupt normal Facility operations. COUNTY agrees to cooperate fully with DEPARTMENT in planning and training related to subduing Facility disturbances. DEPARTMENT and COUNTY, upon completion of an independent review to determine negligence, will negotiate a settlement of the costs incurred by DEPARTMENT with DEPARTMENT To the extent DEPARTMENT is involved in the operation of the facility, COUNTY'S indemnification and hold harmless liabilities under this contract, shall not extend to any claims arising from the negligent or wrongful act or omission of DEPARTMENT, DEPARTMENT or their employees. It is the duty of COUNTY to notify DEPARTMENT immediately of the outbreak of all Facility disturbances. Nothing herein is to be construed to mean that COUNTY may not officially request assistance from DEPARTMENT Director at any time for the purposes of controlling disturbances or otherwise protecting the public safety

SECTION 38 – ASSIGNMENT

No right or interest pursuant to this Contract shall be subcontracted, assigned or delegated by COUNTY without the prior express written permission of DEPARTMENT. In the event that permission is granted and some or all of the services are subcontracted or assigned, COUNTY shall guarantee that the subcontractor, assignee, or delegee will comply with all of the provision of this Contract. DEPARTMENT acknowledges that COUNTY itself, or through a COUNTY authority may, in COUNTY'S sole discretion, elect to operate and manage the Facility through the use of subcontract(s). Any and all subcontracts shall expressly incorporate the terms and conditions of this Contract and make them binding upon such subcontractor(s). Should COUNTY elect to subcontract an entire program area, such as medical, mental health, or food services, DEPARTMENT hereby retains the right to review, prior to selection, a proposed program services subcontractor. All such subcontracts and, all of the subcontractor's contracts shall have the capacity of conforming to COUNTY'S obligations to meet the specifications under this contract. No subcontract shall relieve COUNTY of any obligation whatsoever under this Contract; COUNTY shall at all times be responsible for all performance under this Contract. In the event COUNTY subcontracts any portion of this Contract, COUNTY shall prepare and provide to DEPARTMENT a contingency plan for performance of its obligations under this Contract in the event of breach, default, or termination of such subcontract(s). In the event of a subcontract, COUNTY shall provide DEPARTMENT, a copy of said subcontract and copies of liability insurance certificates in accordance with Contract Section titled "Insurance."

Subcontractors may be used to furnish services required by this Contract, i.e., substance abuse treatment services, food services, health services, etc. All subcontractors shall be subject to the same licensure, certification, performance, and insurance obligations as COUNTY. Facility management, security operations and third party subcontracting shall not be allowed. Services of subcontractors shall not be authorized without the prior written approval of DEPARTMENT.

COUNTY accepts full responsibility for the activity or inactivity of all subcontractors. Subcontracting for services shall not relieve COUNTY from the primary responsibility of complying with the terms, conditions, requirements and responsibilities of this Contract. Identified subcontractors shall have the staff and resources within their own capabilities to provide specified services.

The cost for all subcontractors shall be included in the per diem rate and defined in **Attachment A.** COUNTY shall not dismiss the services of a subcontractor until prior written notice to DEPARTMENT has been given, along with COUNTY'S plan to ensure continuation of services without interruption via COUNTY'S staff or a substitute subcontractor.

COUNTY shall provide relevant documentation as to qualifications to ensure the replacement service provider complies with DEPARTMENT requirements. Replacement services shall not commence until COUNTY receives DEPARTMENT'S written **"Notice to Proceed."**

During the term of this Contract, or any renewals thereof, if COUNTY proposes to use a subcontractor in addition to or other than the authorized subcontractor(s), COUNTY shall follow the process described below:

> *Unless a verified emergency, agreed to by DEPARTMENT, exists requiring a prompt change in a subcontractor, COUNTY shall furnish a copy of the proposed subcontract in draft form to DEPARTMENT Contract Monitor. The proposed subcontract shall be submitted one hundred twenty (120) days prior to the projected date on which subcontracted services are to be initiated. As to individual subcontractors, such as doctors, nurses, and other individual contract staff, COUNTY shall submit the proposed subcontract to the Contact Placement Bureau Chief no less than 5 (five) business days (not including weekends ad holidays) prior to the date on which services are to begin.*

COUNTY further agrees to provide approved training for any subcontractor's officers, employees, and agents, except for training that DEPARTMENT expressly agrees to provide pursuant to this Contract.

SECTION 39 – 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 DEPARTMENT and COUNTY, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other person. It is the express intention of DEPARTMENT and COUNTY that any entity, other than DEPARTMENT or COUNTY receiving services or benefits under this Contract, shall be deemed an incidental beneficiary only.

This Contract is not intended to create any rights, liberty interests, or entitlements in favor of any DEPARTMENT Offender. Offenders shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law

SECTION 40 – VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract must be brought in the First Judicial District in and for COUNTY of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Ref: 18-1-401, MCA)

SECTION 41 – SEVERABILITY

If any term or condition of this Contract shall be held to be invalid, illegal or unenforceable, this Contract shall be construed and enforced without such provision; to the extent this Contract is then capable of execution within the original intent of the parties. If, however, DEPARTMENT determines that the invalid provision or provisions are essential to the purpose of performance of the Contract, it may terminate the Contract. Such a termination shall be deemed a termination for cause.

SECTION 42 – PHYSICAL DAMAGE TO FACILITY

The risks and costs of physical damage to the Facility incurred as a direct result of the placement of inmates in the Facility shall be considered usual costs, incidental to the operation of the Facility, and part of the costs reimbursed through the daily per diem rate paid by DEPARTMENT.

SECTION 43 – 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 COUNTY'S security obligations under this Contract do not end in the event of an inmate disturbance, riot, or other incident. A Force Majeure incident may not be caused by or under the control of the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

SECTION 44 – COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

COUNTY will provide services in compliance with all Federal and State of Montana laws, Administrative Rules of Montana, applicable DEPARTMENT policies, and DEPARTMENT Compliance Standards and ACA/NCCHC Standards [pertaining to inmate services and programs] as they may subsequently be amended and adopted. COUNTY shall protect the confidentiality of all applicant/recipient records, papers, documents, tapes or any other materials that have been, or may hereafter be created, as a result of this Contract. COUNTY acknowledges that said laws include, but are not limited to: Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1972; the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act, including Title II, Subtitle A, 24 U.S.C. Sec. 12101, et seq.; and all rules and regulations applicable to these laws prohibiting discrimination because of race, religion, color, national origin, creed, sex, age or handicap.

A. Contract Compliance

Except as noted herein, the parties agree that a negotiation of prisoner per diem rate increases will not be allowed unless COUNTY has achieved and maintained an overall compliance rating of not less than 90% on each compliance monitoring review/audit conducted by DEPARTMENT. The review/audit will take place on a biennial schedule.

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

SECTION 45 – CONFIDENTIALITY OF RECORDS

A. In the event COUNTY shall obtain access to any records or files of DEPARTMENT in connection with this Contract, or in connection with the performance of its obligations under this Contract, COUNTY shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to DEPARTMENT.

B. COUNTY acknowledges that release of information maintained within inmate records is governed by the Montana Constitution, federal and state law, and DEPARTMENT Policies 1.1.8 – Media Relations, 1.5.6 – Offender Records Access and Release, and 3.34 – Media Access to Offenders. COUNTY shall develop policies that maintain the appropriate level of confidentiality expected in inmate records pursuant to applicable law. At a minimum, COUNTY'S policies should include a description of information suitable for public disclosure, law enforcement agency access to inmate records, and a process by which inmates may provide written consent to information releases. COUNTY policy shall be reviewed and approved by the Contract Monitor prior to implementation.

C. COUNTY agrees to notify and advise in writing, all employees, agents, consultants, licensees, or subcontractors of the said requirements of confidentiality and of possible penalties and fines imposed by violation thereof, and secure from each an acknowledgment of such advisement and Agreement to be bound by the terms of this Contract as an employee, agent, consultant, licensee or subcontractor of COUNTY, as the case may be.

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

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

SECTION 46 – HEADINGS

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

SECTION 47 – TIME OF THE ESSENCE

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

SECTION 48 – 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 49 – 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. Step 3: Either party may seek the remedy available under law.

SECTION 50 – CHANGES

DEPARTMENT and COUNTY, can by written approval between both parties, make changes within the general scope of the Contract. If any change of scope causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the Contract, a mutually satisfactory adjustment must be made in the Contract and must be modified in writing accordingly.

SECTION 51 – COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Accounting & Financial Services Division, PO Box 201301, Helena MT 59620-1301.

SIGNATURES

DEPARTMENT

Mike Ferriter, Director
Montana Department of Corrections

4/30/08
Date

Brian Schweitzer, Governor
State of Montana

5/6/08
Date

COUNTY

Craig Anderson
Dawson County Sheriff

5-29-08
Date

Adam G. Kortner
Dawson County Commissioner

5-29-08
Date

Douglas A. Buchanan
Dawson County Commissioner

5-29-08
Date

James A. Skillestad
Dawson County Commissioner

5-29-08
Date

Adult Detention/Correction Facility Warden

5-29-08
Date

Reviewed for Legal Content by: Diana L. Koch
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Montana Department of Corrections

4/25/08
Date

APPENDIX 1

MONTANA PREVAILING WAGE RATES – Non-construction Services
Effective June 22, 2007

MONTANA

PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES

2007

Effective: June 22, 2007

Brian Schweitzer, Governor
State of Montana

Keith Kelly, Commissioner
Department of Labor and Industry

To obtain copies of prevailing wage rate schedules, please go to **www.ourfactsyourfuture.org** or contact the:

Research and Analysis Bureau, Workforce Services Division
Montana Department of Labor and Industry
P. O. Box 1728, 840 Helena Ave.
Helena, MT 59624-1728
Phone 406-444-2430, FAX 406-444-2638
Toll free 800-541-3904, TDD 406-444-0532

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 6518
Helena, MT 59604-6518
Phone 406-444-5600
TDD 406-444-5549

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

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A. Date of Publication: June 22, 2007

B. Definition of Nonconstruction Services Occupations

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that Nonconstruction Services means 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 aide 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 Projects

Contracts entered into for construction services (Heavy, Highway and Building) or Nonconstruction Services by the state, county, municipality, school district, or political subdivision in which the total cost of the contract is $25,000 or more involving public funds.

D. Prevailing Wage Schedule

Employers are surveyed biennially to determine prevailing wage rates for services occupations. This publication covers only Nonconstruction Services occupations. Heavy and Highway industry rates are contained in separate publications. Building Construction occupations are surveyed in alternate years and current rates are contained in a publication dated August 2003. All of 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.ourfactsyourfuture.org or by contacting the Research and Analysis Bureau at (800) 541-3904 or TDD (406) 444-0532.

E. Rates to use for Projects

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

F. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states that:

"(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 United States 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 for health and welfare and pension contributions that meet the requirements of the Employee Retirement Income Security Act of 1974, travel, or other bona fide programs approved by the United States department of labor, that is 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 United States 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.

G. 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:

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

H. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. However, apprentices not registered in approved federal or state apprenticeship programs will be paid the prevailing wage rate when working on a public works contract.

I. Posting Notice of Prevailing Wages

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are performing work or providing services under public works contracts as provided in this part 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 on such site or work area.

J. Employment Preference

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. However, apprentices not registered in approved federal or state apprenticeship programs will be paid the prevailing wage rate when working on a public works contract.

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are performing work or providing services under public works contracts as provided in this part 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 on such site or work area.

Section 18-2-403, 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.

K. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES:

- BOILER OPERATOR
- BUILDING INSPECTOR
- DITCH RIDER
- ELEVATOR REPAIRER
- HIGHWAY MAINTENANCE WORKER
- JANITORS AND CLEANERS
- JANITORIAL SERVICES SUPERVISOR
- STREET CLEANER/SWEEPER

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY:

- CEMETERY WORKER
- LANDSCAPING AND GROUNDSKEEPING WORKERS
- PEST CONTROL WORKER
- 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 OPERATOR
- METER READER
- PUMP STATION OPERATOR
- REFUSE AND RECYCLABLE COLLECTOR
- SANITARY LANDFILL OPERATOR/ATTENDENT
- SEWAGE DISPOSAL WORKER
- SEWER LINE REPAIRER
- SEWER PIPE CLEANER
- WASTEWATER TREATMENT PLANT ATTENDENT
- WASTEWATER TREATMENT PLANT OPERATOR
- WATER TREATMENT PLANT OPERATOR

LAW ENFORCEMENT, INCLUDING JAILERS AND CORRECTIONS OFFICERS:

- ANIMAL CONTROL OFFICER
- BAILIFF
- CORRECTIONAL OFFICERS AND JAILERS
- DISPATCHER
- PARKING ENFORCEMENT OFFICER

PROBATION OFFICER
SECURITY GUARD (ARMED)
SECURITY GUARD (UNARMED)

FIRE PROTECTION:
FIREFIGHTER
FIRE MARSHALL

PUBLIC OR SCHOOL TRANSPORTATION DRIVING:
BUS DRIVER SCHOOL
BUS DRIVER
TRUCK DRIVER (LIGHT OR DELIVERY)
VAN DRIVER (SHUTTLE)

NURSING, MEDICAL, AND LABORATORY TECHNICIAN SERVICES:
ADVANCED PRACTICE NURSE
EMERGENCY MEDICAL TECHNICIAN
HOME HEALTH AIDES
LICENSED PRACTICAL NURSE
MEDICAL LABORATORY TECHNICIAN
MEDICAL LABORATORY TECHNOLOGISTS
NURSE, COMMUNITY HEALTH
NURSE, OFFICE
NURSING AIDES
PHYSICIAN ASSISTANT
REGISTERED NURSE

MATERIAL AND MAIL HANDLING:
MAIL CARRIER
MAIL SORTERS, PROCESSORS
FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE:
COOK INSTITUTION OR CAFETERIA
COUNTER ATTENDENTS
DINING ROOM ATTENDANTS
FOOD PREPARATION WORKER

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR
AUTOMOTIVE MECHANIC
BUS & TRUCK MECHANIC & DIESEL ENGINE
CONSTRUCTION EQUIPMENT MECHANIC

MACHINE REPAIR
APPLIANCE SERVICE AND REPAIR
COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS
RADIO ENGINEER/TECHNICIAN

Wage Rates

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

BOILER OPERATOR

	Wage Rate	Benefit Rate
District 1	$13.85	$4.00
District 2	$18.79	$7.45
District 3	$16.63	$6.62
District 4	$13.04	$3.02
District 5	$13.04	$3.02
District 6	$18.79	$7.45
District 7	$13.77	$3.92
District 8	$13.88	$3.92
District 9	$13.77	$3.92
District 10	$13.88	$3.92

BUILDING INSPECTOR

No Rate Established

DITCH RIDER

	Wage Rate	Benefit Rate
District 1	$13.85	$3.41
District 2	$13.77	$3.41
District 3	$13.77	$3.41
District 4	$13.85	$3.41
District 5	$13.85	$3.41
District 6	$13.77	$3.41
District 7	$13.85	$3.41
District 8	$13.77	$3.41
District 9	$13.85	$3.41
District 10	$13.77	$3.41

ELEVATOR REPAIRER

	Wage Rate	Benefit Rate
District 1	$37.66	$15.52
District 2	$37.66	$15.52
District 3	$37.66	$15.52
District 4	$37.66	$15.52
District 5	$37.66	$15.52
District 6	$37.66	$15.52
District 7	$37.66	$15.52
District 8	$37.66	$15.52
District 9	$37.66	$15.52
District 10	$37.66	$15.52

HIGHWAY MAINTENANCE WORKER

	Wage Rate	Benefit Rate
District 1	$16.01	$3.95
District 2	$16.01	$3.95
District 3	$16.01	$3.95
District 4	$16.01	$3.95
District 5	$16.01	$3.95
District 6	$16.01	$3.95
District 7	$16.01	$3.95
District 8	$16.01	$3.95
District 9	$16.01	$3.95
District 10	$16.01	$3.95

Duties may include patching pavement, repairing guard rails, clearing brush, and plowing snow. Maintains highways, municipal and rural roads, airport runways, and rights-of-way.

JANITORS AND CLEANERS

	Wage Rate	Benefit Rate
District 1	$10.45	$5.39
District 2	$10.91	$3.42
District 3	$11.32	$3.05
District 4	$ 9.82	$4.70
District 5	$ 9.48	$2.53
District 6	$11.28	$4.99
District 7	$11.96	$3.08
District 8	$ 9.36	$2.86
District 9	$ 8.49	$1.89
District 10	$10.73	$3.76

Duties may include heavy cleaning, routine maintenance, tending boiler or furnace, and removing debris or snow from sidewalks.

JANITORIAL SERVICES SUPERVISOR

No Rate Established

STREET CLEANER/SWEEPER

	Wage Rate	Benefit Rate
District 1	$17.05	$3.95
District 2	$17.05	$3.95
District 3	$17.05	$3.95
District 4	$17.05	$3.95
District 5	$17.05	$3.95
District 6	$17.05	$3.95
District 7	$17.05	$3.95
District 8	$17.05	$3.95
District 9	$17.05	$3.95
District 10	$17.05	$3.95

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKER

No Rate Established

LANDSCAPING AND GROUNDSKEEPING WORKER

	Wage Rate	Benefit Rate
District 1	$11.18	$3.16
District 2	$ 9.79	$3.36
District 3	$12.06	$3.05
District 4	$10.07	$3.04
District 5	$11.78	$1.92
District 6	$ 9.60	$1.00
District 7	$ 9.79	$2.30
District 8	$ 9.84	$2.05
District 9	$ 8.05	$3.88
District 10	$ 9.64	$3.53

PEST CONTROL WORKER

No Rate Established

PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS

	Wage Rate	Benefit Rate
District 1	$10.00	No Rate Established
District 2	$10.00	No Rate Established
District 3	$10.00	No Rate Established
District 4	$10.00	No Rate Established
District 5	$10.00	No Rate Established
District 6	$10.00	No Rate Established
District 7	$10.00	No Rate Established
District 8	$10.00	No Rate Established
District 9	$10.00	No Rate Established
District 10	$10.00	No Rate Established

TIMBER MARKERS

No Rate Established

TREE PLANTERS

No Rate Established

TREE TRIMMERS AND PRUNERS

No Rate Established

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

BASIN OPERATOR

No Rate Established

METER READER

	Wage Rate	Benefit Rate
District 1	$18.98	$2.00
District 2	$18.98	$2.00
District 3	$18.98	$2.00
District 4	$18.98	$2.00
District 5	$18.98	$2.00
District 6	$15.54	$2.00
District 7	$15.54	$2.00
District 8	$15.54	$2.00
District 9	$15.54	$2.00
District 10	$15.54	$2.00

PUMP STATION OPERATOR

No Rate Established

REFUSE AND RECYCLABLE COLLECTORS

	Wage Rate	Benefit Rate
District 1	$17.04	$6.45
District 2	$17.37	$6.45
District 3	$17.37	$6.45
District 4	$13.75	$6.45
District 5	$17.04	$6.45
District 6	$17.04	$6.45
District 7	$12.92	$6.45
District 8	$15.80	$6.45
District 9	$15.80	$6.45
District 10	$15.80	$6.45

SANITARY LANDFILL OPERATOR/ATTENDANT

	Wage Rate	Benefit Rate
District 1	$14.27	$1.27
District 2	$12.64	$1.27
District 3	$12.64	$1.27
District 4	$13.75	$6.96
District 5	$12.15	$1.27
District 6	$12.64	$1.27
District 7	$13.28	$1.27
District 8	$12.64	$1.27
District 9	$13.28	$1.27
District 10	$12.64	$1.27

SEWAGE DISPOSAL WORKER

No Rate Established

SEWER LINE REPAIRER

No Rate Established

SEWER PIPE CLEANER

No Rate Established

WASTEWATER TREATMENT PLANT ATTENDANT

No Rate Established

WASTEWATER TREATMENT PLANT OPERATOR

No Rate Established

WATER TREATMENT PLANT OPERATOR

No Rate Established

LAW ENFORCEMENT, INCLUDING JAILERS AND CORRECTION OFFICERS

ANIMAL CONTROL OFFICER

No Rate Established

BAILIFF

No Rate Established

CORRECTIONS OFFICER AND JAILERS

No Rate Established

DISPATCHER

No Rate Established

PARKING ENFORCEMENT OFFICER

No Rate Established

PROBATION OFFICER

No Rate Established

SECURITY GUARD (Armed)

	Wage Rate	Benefit Rate
District 1	$10.87	No Rate Set
District 2	$10.87	No Rate Set
District 3	$10.87	No Rate Set
District 4	$12.25	No Rate Set
District 5	$11.34	No Rate Set
District 6	$10.75	No Rate Set
District 7	$12.25	No Rate Set
District 8	$10.75	No Rate Set
District 9	$12.25	No Rate Set
District 10	$10.75	No Rate Set

SECURITY GUARD (Unarmed)

	Wage Rate	Benefit Rate
District 1	$ 9.47	$0.35
District 2	$ 9.63	$0.35
District 3	$ 8.93	$0.35
District 4	$ 9.52	$0.35
District 5	$ 8.91	$0.35
District 6	$ 8.66	$0.35
District 7	$ 8.70	$0.35
District 8	$ 8.68	$0.35
District 9	$ 8.74	$0.35
District 10	$ 8.68	$0.35

FIRE PROTECTION

FIREFIGHTER

No Rate Established

FIRE MARSHALL

No Rate Established

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVER (School)

	Wage Rate	Benefit Rate
District 1	$11.37	$4.93
District 2	$11.38	$4.77
District 3	$11.10	$4.98
District 4	$ 9.00	$4.05
District 5	$ 9.81	$1.96
District 6	$13.50	$6.00
District 7	$ 9.00	$4.03
District 8	$14.44	$3.71
District 9	$10.00	$5.56
District 10	$10.88	$2.63

BUS DRIVER

	Wage Rate	Benefit Rate
District 1	$11.77	$5.56
District 2	$10.50	$5.56
District 3	$10.44	$5.56
District 4	$13.51	$5.56
District 5	$11.54	$5.56
District 6	$9.00	$5.56
District 7	$11.48	$5.56
District 8	$9.00	$5.56
District 9	$15.00	$5.56
District 10	$15.00	$5.56

TRUCK DRIVER (Light or Delivery)

	Wage Rate	Benefit Rate
District 1	$11.64	$3.27
District 2	$12.57	$2.57
District 3	$12.82	$4.00
District 4	$10.42	$3.00
District 5	$10.00	$3.00
District 6	$11.30	$4.01
District 7	$10.66	$4.02
District 8	$9.74	$3.11
District 9	$10.71	$4.99
District 10	$10.36	$4.03

VAN DRIVER (Shuttle)

	Wage Rate	Benefit Rate
District 1	$8.64	$2.83
District 2	$10.55	$2.58
District 3	$11.87	$2.04
District 4	$12.49	$3.04
District 5	$10.85	$2.80
District 6	$9.85	$2.69
District 7	$10.62	$2.69
District 8	$8.58	$1.97
District 9	$11.12	$2.70
District 10	$8.58	$1.97

NURSING, MEDICAL, AND LABORATORY TECHNICIAN SERVICES

ADVANCED PRACTICE NURSE

	Wage Rate	Benefit Rate
District 1	$32.94	$3.47
District 2	$32.80	$5.98
District 3	$32.80	$5.98
District 4	$29.92	$5.98
District 5	$32.94	$3.47
District 6	$29.92	$5.98
District 7	$29.92	$5.98
District 8	$29.92	$5.98
District 9	$29.92	$5.98
District 10	$29.92	$5.98

Includes Nurse Practitioners, Clinical Nurse Specialists, Nurse Anesthetists, and Nurse Midwives.

EMERGENCY MEDICAL TECHNICIAN

	Wage Rate	Benefit Rate
District 1	$16.01	$4.97
District 2	$16.01	$4.97
District 3	$14.84	$4.97
District 4	$15.11	$4.97
District 5	$14.62	$4.97
District 6	$13.76	$4.97
District 7	$13.72	$4.97
District 8	$11.95	$4.97
District 9	$14.34	$4.97
District 10	$14.34	$4.97

HOME HEALTH AIDES

	Wage Rate	Benefit Rate
District 1	$ 8.55	$3.00
District 2	$ 9.76	$3.00
District 3	$ 8.96	$3.00
District 4	$ 8.79	$3.00
District 5	$ 8.49	$3.00
District 6	$11.25	$1.72
District 7	$ 8.75	$3.00
District 8	$10.00	$1.80
District 9	$ 9.84	$1.63
District 10	$ 7.25	$1.71

LICENSED PRACTICAL NURSE

	Wage Rate	Benefit Rate
District 1	$16.29	$3.53
District 2	$14.41	$4.16
District 3	$16.11	$4.34
District 4	$14.02	$2.33
District 5	$14.90	$2.06
District 6	$15.25	$1.72
District 7	$15.26	$2.31
District 8	$13.79	$3.67
District 9	$16.66	$1.70
District 10	$18.13	$3.32

MEDICAL LABORATORY TECHNICIAN

	Wage Rate	Benefit Rate
District 1	$21.58	$4.90
District 2	$19.46	$4.90
District 3	$20.64	$4.90
District 4	$22.19	$4.90
District 5	$25.00	$4.90
District 6	$19.61	$4.90
District 7	$19.61	$4.90
District 8	$14.81	$4.90
District 9	$19.46	$4.90
District 10	$19.46	$4.90

MEDICAL LABORATORY TECHNOLOGISTS

	Wage Rate	Benefit Rate
District 1	$25.24	$6.81
District 2	$25.24	$6.81
District 3	$25.24	$6.81
District 4	$25.24	$6.81
District 5	$25.24	$6.81
District 6	$25.24	$6.81
District 7	$25.24	$6.81
District 8	$19.58	$3.07
District 9	$25.24	$6.81
District 10	$25.24	$6.81

NURSE, COMMUNITY HEALTH

	Wage Rate	Benefit Rate
District 1	$22.78	$4.07
District 2	$22.78	$4.07
District 3	$22.78	$4.07
District 4	$22.78	$4.07
District 5	$22.78	$4.07
District 6	$22.78	$4.07
District 7	$22.78	$4.07
District 8	$22.78	$4.07
District 9	$22.78	$4.07
District 10	$22.78	$4.07

NURSE, OFFICE

	Wage Rate	Benefit Rate
District 1	$18.00	$1.00
District 2	$18.00	$1.00
District 3	$16.52	$1.98
District 4	$19.04	$3.24
District 5	$17.58	$2.29
District 6	$15.97	$1.25
District 7	$17.63	$1.25
District 8	$16.93	$1.25
District 9	$21.01	$4.66
District 10	$17.89	$2.71

NURSING AIDES, ORDERLIES, AND ATTENDANTS

	Wage Rate	Benefit Rate
District 1	$11.07	$1.22
District 2	$ 9.83	$2.84
District 3	$11.25	$3.03
District 4	$ 8.75	$1.17
District 5	$ 9.16	$1.32
District 6	$10.17	$1.66
District 7	$ 9.50	$1.72
District 8	$10.06	$1.98
District 9	$ 9.64	$1.70
District 10	$10.74	$2.52

Includes Certified Nursing Assistants, Hospital Aides, and Infirmary Attendants.

PHYSICIAN ASSISTANT

	Wage Rate	Benefit Rate
District 1	$38.74	$ 3.83
District 2	$37.32	$ 3.83
District 3	$35.00	$ 3.83
District 4	$37.23	$ 8.88
District 5	$38.87	$ 9.96
District 6	$43.53	$15.79
District 7	$38.58	$10.70
District 8	$40.05	$11.37
District 9	$34.86	$ 6.46
District 10	$35.87	$ 6.06

REGISTERED NURSE (GENERAL DUTY)

	Wage Rate	Benefit Rate
District 1	$23.42	$3.68
District 2	$29.02	$5.92
District 3	$18.56	$2.66
District 4	$20.50	$2.67
District 5	$23.19	$3.20
District 6	$22.82	$5.56
District 7	$20.20	$1.72
District 8	$23.53	$5.14
District 9	$26.85	$1.70
District 10	$22.16	$5.25

MATERIAL AND MAIL HANDLING

MAIL CARRIER

	Wage Rate	Benefit Rate
District 1	$17.94	$3.38
District 2	$17.94	$3.38
District 3	$17.94	$3.38
District 4	$17.94	$3.38
District 5	$17.94	$3.38
District 6	$17.94	$3.38
District 7	$17.94	$3.38
District 8	$17.94	$3.38
District 9	$17.94	$3.38
District 10	$17.94	$3.38

MAIL SORTERS, PROCESSORS

No Rate Established

FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage Rate	Benefit Rate
District 1	$10.30	$2.20
District 2	$10.80	$2.03
District 3	$10.51	$2.21
District 4	$10.15	$2.41
District 5	$10.00	$3.00
District 6	$ 9.00	$2.91
District 7	$10.10	$2.91
District 8	$ 9.94	$3.23
District 9	$10.35	$3.75
District 10	$10.00	$6.00

FOOD SERVICE

COOK, INSTITUTION OR CAFETERIA

	Wage Rate	Benefit Rate
District 1	$ 9.18	$3.37
District 2	$ 8.57	$1.00
District 3	$ 8.28	$2.79
District 4	$ 7.95	$2.52
District 5	$ 9.53	$1.53
District 6	$10.80	$3.81
District 7	$ 8.75	$2.42
District 8	$ 8.87	$2.64
District 9	$ 8.29	$1.70
District 10	$ 8.96	$2.10

COUNTER ATTENDANTS

	Wage Rate	Benefit Rate
District 1	$7.27	$0.83
District 2	$6.15	$0.83
District 3	$6.15	$0.99
District 4	$6.78	$0.30
District 5	$7.08	$0.99
District 6	$7.33	$0.30
District 7	$7.38	$0.30
District 8	$7.42	$0.30
District 9	$7.75	$0.30
District 10	$7.35	$0.30

DINING ROOM ATTENDANTS

	Wage Rate	Benefit Rate
District 1	$6.15	$1.28
District 2	$6.32	$0.49
District 3	$7.03	$1.20
District 4	$6.15	$0.30
District 5	$6.33	$1.00
District 6	$6.59	$1.00
District 7	$6.50	$0.89
District 8	$6.15	$0.93
District 9	$6.79	$0.30
District 10	$6.15	$0.30

FOOD PREPARATION WORKER

	Wage Rate	Benefit Rate
District 1	$7.25	$2.96
District 2	$7.38	$0.98
District 3	$8.00	$2.31
District 4	$7.94	$2.98
District 5	$7.12	$2.15
District 6	$9.00	$3.26
District 7	$7.27	$2.25
District 8	$7.81	$2.76
District 9	$8.39	$1.70
District 10	$7.35	$2.54

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE MECHANIC

	Wage Rate	Benefit Rate
District 1	$15.92	$3.41
District 2	$14.55	$2.67
District 3	$14.61	$2.36
District 4	$14.04	$3.88
District 5	$14.49	$2.16
District 6	$14.99	$1.78
District 7	$14.71	$2.67
District 8	$16.57	$1.65
District 9	$17.06	$3.65
District 10	$15.15	$2.33

BUS & TRUCK MECHANIC (DIESEL ENGINE)

	Wage Rate	Benefit Rate
District 1	$14.87	$1.95
District 2	$18.88	$4.30
District 3	$16.92	$3.57
District 4	$16.10	$4.75
District 5	$15.28	$2.91
District 6	$18.78	$4.40
District 7	$17.71	$3.59
District 8	$19.28	$4.40
District 9	$16.02	$2.98
District 10	$18.19	$3.52

CONSTRUCTION EQUIPMENT MECHANIC

	Wage Rate	Benefit Rate
District 1	$17.00	$2.00
District 2	$17.00	$2.00
District 3	$17.00	$2.00
District 4	$17.00	$2.00
District 5	$17.00	$2.00
District 6	$14.00	$1.89
District 7	$14.00	$1.89
District 8	$14.00	$1.89
District 9	$14.88	$2.26
District 10	$15.90	$2.50

MACHINE REPAIRERS

APPLIANCE SERVICE AND REPAIR

No Rate Established

COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

	Wage Rate	Benefit Rate
District 1	$15.69	$2.80
District 2	$16.24	$2.59
District 3	$15.17	$2.59
District 4	$16.22	$2.74
District 5	$16.11	$2.77
District 6	$19.71	$2.47
District 7	$16.94	$2.53
District 8	$19.71	$2.47
District 9	$16.69	$2.53
District 10	$19.71	$2.47

RADIO ENGINEER TECHNICIAN

No Rate Established

ATTACHMENT A

MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities

Montana Department of Corrections
Administrative Financial Services Division

MDOC Per Diem Calculation Worksheet for Regional Correctional Facilities

SCHEDULE A

Instructions: This should be completed and submitted to the Montana Department of Corrections by the governing body for the acquisition of detention services for state inmates. The cost information contained in this form will be reviewed by a representative from the MDOC Administrative and Financial Services Division. Upon request, additional supporting data in addition to that included as part of this cost sheet may be requested. The individual designated in Section V will be contacted by an MDOC representative to negotiate a per diem rate and its effective date. Upon completion of negotiations, a contract will be issued by the MDOC Administrative and Financial Services Division and forwarded to the governing body for review and signature. **The governing body shall only request the reimbursement of costs to the extent provided for in the latest revision of OMB Circular No. A-87.** OMB Circular No. A-87 sets forth the principles and standards for determining allowable costs for state, local and Indian tribal governments. If additional guidance is required please contact Montana Department of Corrections, Administrative and Financial Services Division, (406) 444-3930.

Section I - General Information

Facility Name	Dawson County Corrections	Facility Physical Address	440 Colorado Blvd
Phone Number	406-377-7600		Glendive Mt.
Fax Number	406-377-1374		59330
Facility Administrator	Steve Ray		

Section II - Financial Data Summary

TOTAL OPERATING COST FOR REGIONAL CORRECTIONAL FACILITY:

A. Time Frame (Fiscal Year): FROM: 07/01/2006 (MM/DD/YYYY) TO: 06/30/2007 (MM/DD/YYYY)

	ANNUAL COST (Auto-calculated from figures on following pages)
B. Total Personnel Salaries (Schedule B - Part I)	$ 1,915,056
C. Total Personnel Benefits (Schedule B - Part II)	$ 201,222
D. Total Consultants and Contract Service (Schedule C)	$ 330,534
E. Total Other Direct Operating Costs (Schedule D)	$ 351,033
F. Indirect Cost Proposal (Schedule E)*	$ 223,828
A certified indirect cost rate proposal must be submitted if reimbursement for indirect costs greater than 6% is requested.	
G. Total Equipment Depreciation Costs (Schedule F)	$ 23,366
H. Total Building Depreciation Costs (Schedule G)	$ 33,928
I. Total Actual Costs (Sum of Schedule B-G)	$ 3,078,967
TOTAL ACTUAL COSTS FOR PRIOR FISCAL YEAR	$

Actual State Inmate Days: 51,944
Actual State Inmate Days Per Diem: $59.27

ATTACHMENT B

NON-COMPLIANCE ASSESSMENT SCHEDULE

Withholding of payment for non-performance for each day of a breach will be calculated as follows:

V x B x $50.00 when
V = Relative value of Service Area
B = Relative value of the Breach

Service Area 1: **Value = 5**: Security and control, ACA Standards, Health Services, Use of Force, Escapes, Contract Monitoring

Operator Breach B
Failure to **Provide Service** 5
Failure to Document 2
Failure to Report 2
Failure to Comply with Other Applicable Requirements 5

Service Area 2: **Value = 4**: Sanitation and Hygiene, Food Service, Mail, Religion, Access to Court, Inmate Discipline, Grievance, Visitation, Records and Reports, Employee Qualifications and Training

Operator Breach B
Failure to **Provide Service** 4
Failure to Document 2
Failure to Report 2
Failure to Comply with Other Applicable Requirements 4

Service Area 3: **Value = 3**: Operating Standards, Transportation, Maintenance, Repairs and Replacements, Inmate Work, Academic & Vocational Training, Classification and Case Management, Commissary, Policies/Procedures/Post Orders, Inmate Welfare Fund/Bank Accounts.

Operator Breach B
Failure to **Provide Service** 3
Failure to Document 1
Failure to Report 1
Failure to Comply with Other Applicable Requirements 3

Service Area 4: **Value = 2**: Laundry and Inmate Clothing, Telecommunications, Supplies/Perishables, Recreation

Operator Breach B
Failure to **Provide Service** 3
Failure to Document 1
Failure to Report 1
Failure to Comply with Other Applicable Requirements 3

ATTACHMENT C

GENERAL/MANDATED STAFFING PATTERN

DAWSON COUNTY REGIONAL PRISON

Capacity: 144 Beds (2 Beds per Cell)

- This Exhibit contains the staffing pattern for this Facility, per shift, and the daily / per shift price which will be assessed as liquidated damages.
- The staffing pattern uses a baseline inmate capacity of 144.
- The non-highlighted staff positions may be adjusted up or down at a ratio commensurate with an increase or decrease in offender population.
- Positions highlighted in yellow and purple denote positions which are maintained at all offender population levels.

DAWSON COUNTY CORRECTIONAL FACILITY

Capacity: 144 Beds,

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	5.00
SECURITY/OPERATIONS	31.02
UNIT MANAGEMENT	12.60
SERVICES	2.00
PROGRAMS	1.00
HEALTH SERVICES	2.00
EDUCATION	.00
TOTAL	**53..62**

MANAGEMENT/SUPPORT	12 hr 1st Shift	12 hr 2nd Shift	8 hr shift	Days Covered	Relief Factor	Total Staff	Daily 8/12 hr Liquidated Damages
Warden			1	5	1.0	1.00	$184
Deputy Warden			1	5	1.0	1.00	$176
Management Administrative Assistant			1	3	1.0	0.50	$80
Inmate Accounts Mgr.			1	5	1.0	1.00	$120

Inmate Accounts Assistant	1	5	1.0	1.00	$76
Facility Receptionist	0.5	5	1.0	0.50	40
TOTAL				5.00	

SECURITY/OPERATIONS	1st Shift	2nd Shift	8 hr shift	Days Covered	Relief Factor	Total Staff	Daily 8/12 hr Liquidated Damages
Chief of Security/LT		0	1	5	1.00	1.00	$140
Shift Supervisor/SGT	1	1		7	2.65	5.30	$198
Assistant Shift Supervisor/SGT	1	1		7	2.65	5.30	$189
Mail/Classification Officer as Assigned			1	5	1.26	1.26	$96
Visitation Officer			1	5	1.26	1.26	$96
Grievance/DHO Officer			1	5	1.00	1.00	$96
Training Officer			0	5	1.00	0.00	$96
Transportation Officer	1	0		7	2.65	2.65	$144
Central Control	1	1		7	2.65	5.30	$144
State Control	1	1		7	2.65	5.30	$144
Utility/Recreation Officer	1			7	2.65	2.65	$144
TOTAL						31.02	

UNIT MANAGEMENT	1st Shift	2nd Shift	8 hr shift	Days Covered	Relief Factor	Total Staff	Daily 8 hr Liquidated Damages
Cell House A-Pod, B-Pod, C-Pod							
Unit Manager/Cpt			1	5	1.00	1.00	$160
Case Manager			1	5	1.00	1.00	$96
Housing Officer	2	2		7	2.65	10.60	$144
TOTAL						12.60	

SERVICES	1st Shift	2nd Shift	8 hr shift	Days Covered	Relief Factor	Total Staff	Daily 8 hr Liquidated Damages
Maintenance Sup.	1	0		5	1.00	1.00	$126
Maintenance Worker	1	0		5	1.00	1.00	$125
Food Service Manager	1	0		5	1.00	*Contract*	$100
Food Service Supervisor	1	1		7	1.76	*Contract*	$100
TOTAL						2.00	

	Daily 8 hr

PROGRAMS	1st Shift	2nd Shift	8 hr shift	Days Covered	Relief Factor	Total Staff	Liquidated Damages
Programs/Mental Health Coordinator			1	5	1.00	1	$232
Addiction Treatment Counselor - 30 hours/w			30 hrs/week	5	1.00	*Contract*	$100
TOTAL						1.00	

HEALTH SERVICES	1st Shift	2nd Shift	8 hr shift	Days Covered	Relief Factor	Total Staff	Daily 8 hr Liquidated Damages
Health Services Administrator/RN			1	5	1.00	1.00	$204
ARNP/PA 8 hrs/week			8 hrs/wk	5	1.00	*Contract*	Contract amount
RN 1 @ 40hrs/wk			2	7	1.00	1	$200
Physician 4 hrs /month		*Contract 4hrs/month*					*Contract amount*
Dentist/Average hrs per month 10 hrs		*Contract 10hrs/month*					*Contract amount*
Optometrist/Average hrs per month 4		*Contract 4 hrs/month*					*Contract amount*
TOTAL						2.00	

Health Services Administrator is one of two RN positions.

EDUCATION	1st Shift	2nd Shift	8 hr shift	Days Covered	Relief Factor	Total Staff	Daily 8 hr Liquidated Damages
Academic Instructor/GED 30hrs/week	1	0		4	1.00	*Contract*	Contract amount
TOTAL						53.62	

Yellow = Critical Positions

Purple = Minimum Staffing Pattern

White = Important