

**CONTRACT AMENDMENT NO. 2  
DUI AND 90 DAY TREATMENT FACILITY SERVICES  
COMMUNITY, COUNSELING, AND CORRECTIONAL SERVICES, INC.  
CONTRACT NO. COR22-0373NH**

This CONTRACT AMENDMENT No. 2 amends the above-referenced Contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Community, Counseling, and Correctional Services, Inc.**, whose address, and phone number are 471 East Mercury, Butte, MT 59701, (406) 782-0417.

This Contract is amended for the following purpose(s) (new language underlined, deleted language interlined):

- 1) In accordance with Section 21 and 17, of the above-referenced Contract, Food Services, parties mutually agree to the following changes.

**21. FOOD SERVICES**

Contractor shall provide program participants with three (3) meals each day, including two (2) hot meals. Meals shall be served at regular mealtimes during each 24-hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend, holiday, and religious food demands.

Breakfast, lunch, and dinner menus must provide a minimum of 63 grams of protein and a minimum of 2,900 calories for each male offender 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 of Montana and local health regulations.

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.

Contractor shall provide the following special diets in accordance with PFB Requirement 6.2.429 Food Services: low cholesterol; non-pork; modified vegetarian; strict vegetarian; low sodium; low sugar; modified consistency diet for geriatric offenders; and religious and specialized medical diets, including renal, gluten free, liquid, and diabetic diets.

Contractor shall provide a single menu for staff and offenders.

All menu plans will be based on the Recommended Dietary Allowances (RDA) for males (as appropriate) aged 25-50 years as provided by the National Research Council Food and Nutrition Board.

Contractor shall maintain adequate refrigeration, cooler, and dry storage space to keep a minimum of three (3) days of food inventory supply on hand at the Facility.

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

Contractor shall maintain documentation at the Facility provided by State of Montana 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.

All food service personnel must have clean hands and fingernails; wear hair nets or caps; wear washable garments; be in good health; free from communicable disease and infected open wounds; and must practice hygienic food handling techniques.

All foods must be properly stored or disposed of at the completion of each meal.

State will be responsible for the contracting with Montana Correctional Enterprises to provide food services for the facility until June 30, 2023. Effective July 1, 2023, Contractor shall contract with Montana Correctional Enterprises to fulfill the food service requirements at the Facility. During FY 2024 only, State will be responsible for costs associated with disposable trays and will reimburse Montana Correctional Enterprises directly. If Contractor paid for any costs associated with disposable trays during FY 2024, State will reimburse Contractor.

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

Except as modified above, all other terms and conditions of Contract No. **COR22-0373NH**, remain unchanged.

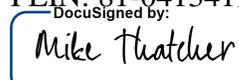
**STATE OF MONTANA**

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

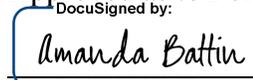
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Megan Coy, Bureau Chief (Date)  
Community, Corrections Facilities and Programs  
Bureau

**CCCS, Inc.**

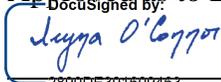
471 E. Mercury  
Butte, MT 59701  
FEIN: 81-0413419

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Mike Thatcher, CEO (Date)

**Approved as to Form:**

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Amanda Battin, Contracts Officer (Date)  
State Procurement Bureau  
Department of Administration

**Approved as to Legal Content:**

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Legal Services Bureau

**CONTRACT AMENDMENT NO. 1  
DUI AND 90 DAY TREATMENT FACILITY SERVICES  
COMMUNITY, COUNSELING, AND CORRECTIONAL SERVICES, INC.  
CONTRACT NO. COR22-0373NH**

This CONTRACT AMENDMENT No. 1 amends the above-referenced Contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Community, Counseling, and Correctional Services, Inc.**, whose address, and phone number are 471 East Mercury, Billings, MT 59701, (406) 782-0417.

This Contract is amended for the following purpose(s) (new language underlined, deleted language interlined):

- 1) In accordance with Section 4, of the above-referenced Contract, entitled Program Services, parties mutually agree to the following changes in subsections 4.8.8.5 and 4.9.2 In the event any subsections are removed, subsequent subsections will not be renumbered.

4. **PROGRAM SERVICES**

*No changes were made to subsections 4.1 through 4.7.*

**4.8 Program Structure.**

**4.8.8.5 Discharge Summary.** Prior to an offender's exit from the Facility, regardless of the specific reasons for the exit (e.g., successful completion, termination, etc.), a designated clinical service provider or case manager shall prepare a discharge report that summarizes and provides final documentation of the following key issues:

- g) Overall performance in the program;
- h) Level of participation in treatment services;
- i) Progress toward treatment program goals; and
- j) The aftercare/continuing care plan developed for the offender, including all referrals to community-based services.

Contractor shall provide the discharge summary to State within ~~ten (10)~~ seven (7) calendar days of the offender's discharge.

**4.9 Offender Placement.**

**4.9.2 Offender Placement.** State retains the sole placement authority for all State offenders in the program. Treatment services may only be provided to State offenders. Additionally, State authorizes Contractor to provide services to up to 5 male offenders referred by federal Courts. These services are at no expense to State and shall have no impact on State's ability to place offenders in the program. Contractor agrees to provide a daily report of non-State offenders onsite. The report shall be submitted in a manner directed by State. Contractor assumes all liability related to non-State offenders.

*No other changes to this section.*

*No changes were made to subsections 4.9 and 4.10.*

- 2) In accordance with Section 28, of the above-referenced Contract, entitled Performance and Outcome Measures, parties mutually agree to the following changes in subsection 28.4.1. In the event any subsections are removed, subsequent subsections will not be renumbered.

**28. PERFORMANCE AND OUTCOME MEASURES**

*No changes were made to subsections 28.1 through 28.3*

**28.4 Performance Measure #4 – Clinical Staffing.**

~~**28.4.1 Outcome:** Contractor shall consistently maintain one full-time or interim qualified licensed addiction counselor or higher level licensure for every 15 State funded residential substance use beds assigned.~~

Contractor shall consistently maintain one full-time or interim qualified licensed addiction counselor or higher-level licensure for every 18 State-funded residential substance use beds assigned.

*No changes were made to subsections 28.5 and 28.6.*

- 3) In accordance with Section 31, of the above-referenced Contract, entitled Consideration/Payment, parties mutually agree to the following changes in subsection 31.1.2 and to the addition of new subsection 31.1.3. In the event any subsections are removed, subsequent subsections will not be renumbered.

**31. CONSIDERATION/PAYMENT**

**31.1 Payment Schedule.**

~~**31.1.2 Daily Offender Per Diem Rates.** State shall pay Contractor a per diem rate of ninety-nine and 00/100 Dollars (**\$99.00**) per offender, per day. Program capacity at the facility is seventy-eight (78) general SUD treatment program adult male beds and eighty-nine (89) felony DUI-related SUD treatment program adult male beds. For the services described herein, the FY 2023 contract maximum is two million seventeen thousand twenty-six and 00/100 Dollars (\$2,017,026.00). For FY 2024, the contract maximum is six million fifty-one thousand seventy-eight and 00/100 Dollars (\$6,051,078.00). For FY 2025, the contract maximum is six million thirty-four thousand five hundred forty-five and 00/100 Dollars.~~

State shall pay Contractor a per diem rate of one hundred four and 94/100 Dollars (**\$104.94**) per offender, per day om FY 2024 and one hundred nine and 14/100 Dollars (**\$109.14**) per offender, per day in FY 2025. Program capacity at the facility is seventy-eight (78) general SUD treatment program adult male beds and eighty-nine (89) felony DUI-related SUD treatment program adult male beds. For the services described herein, the FY 2024 contract maximum is six million four hundred fourteen thousand one hundred forty-two and 68/100 Dollars (**\$6,414,142.68**). For FY 2025, the contract maximum is six million six hundred fifty-two thousand four hundred eighty-two and 41/100 Dollars (**\$6,652,482.41**).

### **31.1.3 Contractor Employee Increase Allotment.**

\$147,181.00 for FY 24 and \$294,362.00 for FY 25 and each subsequent year through the remainder of the contract will be made available for the purpose of providing CCCS, Inc. employees working on this contract with a \$1.00 per hour pay increase, effective on July 1, 2023, and a subsequent \$1.00 per hour increase effective on July 1, 2024. \$73,590.50 (seventy-three thousand five hundred ninety and 50/100) will be provided to Contractor as an up-front, lump-sum payment in both July and January of FY 24. \$147,181.00 (one hundred forty-seven one hundred eighty-one and 00/100) will be provided to Contractor as an up-front, lump-sum payment in both July and January of FY 25 and each January and July of each subsequent year through the remainder of the contract. No later than 30 days after the close of each six-month period, Contractor will provide State with a report (template to be provided by State) detailing employees employed during the six-month period through the remainder of the contract, position of each employee, and the number of hours worked, and number of overtime hours worked during the quarter for each of those employees. This report will be used to reconcile the payment amount due for that six-month period with the up-front, lump-sum payment made at the beginning of that six-month period. The payment amount due will be calculated using the hours worked multiplied by the hourly wage increase, plus an additional 20% to account for additional pay-related expenses, such as increased employer taxes or retirement contributions. Should the amount due be greater than the initial up-front payment, the additional amount owed will be paid to Contractor with the next monthly invoice payment. Should the amount due be less than the initial up-front payment, the difference will be deducted from Contractor's next monthly invoice payment. Once the total amount available has been expended, no additional payments will be made. These funds are not included in the overall contract max. As a part of contract monitoring processes, the department may request access to payroll records at any time, for any employee, for the purpose of verifying the raise was provided. Should sufficient funding be available, hourly wage increases in excess of the dollar amounts listed above are allowed, provided that priority is given to employees making less than \$75,000 per year. These funds may only be used for wage increases and the associated employee benefits. They may not be used for bonuses or other operating expenses. These funds are exempt from future rate increases.

*No changes were made to 31.2 through 31.4.*

Except as modified above, all other terms and conditions of Contract No. **COR22-0373NH**, remain unchanged.

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**STATE OF MONTANA**

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

**COMMUNITY COUNSELING &  
CORRECTIONAL SERVICES, INC.**

471 E. Mercury  
Billings, MT 59701  
FEIN #: 81-0413419

DocuSigned by:

*Megan Coy* 8/4/2023  
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Megan Coy, Bureau Chief (Date)  
Community, Corrections Facilities and Programs  
Bureau

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*Mike Thatcher* 8/4/2023  
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Mike Thatcher, CEO (Date)

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*Amanda L Battin* 8/1/2023  
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Amanda Battin, Contracts Officer (Date)  
State Procurement Bureau  
Department of Administration

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*Iryna O'Connor* 8/1/2023  
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Iryna O'Connor, Legal Counsel (Date)  
Legal Services Bureau

**DUI AND 90 -DAY TREATMENT FACILITY SERVICES  
COMMUNITY, COUNSELING, AND CORRECTONAL SERVICES, INC.  
COR22-0373NH**

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

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

**1.1 Contract Term.** The Contract's initial term is March 1, 2023 through June 30, 2025, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract do not constitute an authorized signature.

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

**2. PRICE ADJUSTMENTS**

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

**3. DEFINITIONS**

**ACA Standards** means the most recent edition of Standards for Adult Community Residential Services published by the American Correctional Association, 206 N. Washington Street, Suite 200, Alexandria, VA 22314; (703) 224-0000, as the standards may be modified, amended, or supplemented in the future.

**Aftercare** means the portion of treatment that occurs after completion of the primary treatment program. Contractor shall make a referral prior to offender's discharge from the primary treatment program to a community- based substance use disorder treatment provider.

**Aftercare Plan** means the plan created by the primary treatment staff and the offender, prior to discharge from Facility, which includes the development of daily living skills, a focus on community reintegration (financial planning, employment referral resources, housing, and recovery support) while residing in a less structured/restrictive environment, a relapse prevention component, an emphasis on healthy living and competency building, and an identified system of positive support. The plan must be shared with the aftercare provider under the authority of a release of information obtained from the offender.

**Board** means the Board of Pardons and Parole as authorized in §§ 2-15-2305 and 46-23-104, MCA.

**Breach of Contract** means failure of the Contractor to perform in accordance with the terms and conditions of the resultant contract.

**Case Manager** means an individual who has a Bachelors' degree in criminology, psychology, social work, sociology, or guidance and counseling and demonstrates a willingness to work with offenders in a constructive manner in the context of a therapeutic general substance use disorder (SUD) treatment and DUI-related SUD treatment program.

**Comprehensive Program Evaluation** means an ongoing contract compliance review or program review conducted by the State staff. The review will document the Contractor's compliance with the terms of the contract and evaluate overall program functioning and effectiveness. Frequency of monitoring will be at the discretion of the State in accordance with State procedures.

**Conditional Release** means the status of an offenders committed to State and placed in a community corrections program and released to community supervision prior to expiration of their sentence when determined appropriate by State. Conditional Release is not parole and offenders are not eligible for parole consideration while on conditional release. Offenders who violate conditions of their release and are placed in prison by State would become eligible for parole according to state law.

**Contract** means all types of state agreements, regardless of what they may be called, for the procurement or disposal of supplies or services. § 18-4-123(3) MCA.

**Contractor** means a person having a contract with a governmental body. § 18-4-123(5) MCA.

**Corrective Action Plan (CAP)** means the Contractor's written comprehensive plan to remedy deficiencies discovered by or which is brought to by State's attention in the course of contract monitoring and/or at any time during the term of the contract.

**Court Order** means any existing or future order issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation that is applicable to the operation, management, or maintenance of the facilities or related to the care and custody of offenders at the facilities.

**Criminogenic** refers to individual characteristics producing or tending to produce crime or criminality. Criminogenic risks/needs shown to reduce recidivism include Criminal History; Antisocial Attitudes/Cognitive-Emotional States; Antisocial Peers; Antisocial Temperament and Personality Factors; Family and Marital Factors; Education and Employment; Substance Abuse; and Leisure and Recreation.

**Days** means calendar days unless otherwise specified.

**Direct Supervision** means constant, uninterrupted supervision of an offender by staff who shall be in the immediate presence of the offenders.

**DUI-Related Offenses** means the offenses referred to in § 61-8-731, MCA.

**Emergency care** means health care for an acute illness or an unexpected health need that cannot be deferred until the next scheduled sick call or clinic. This includes acute mental illness that cannot be deferred until the next scheduled mental health clinic or routine appointment.

**Evidence-Based Practices (EBP)** means service approaches, or utilization of curriculums, that have been validated by some form of documented scientific evidence, which have specific outcome measures. Evidenced-based practices and/or curriculums stand in contrast to approaches that are based on tradition, convention,

belief, and/or anecdotal evidence.

**Facility** means the Dr. Xanthopoulos Building on the Warm Springs Campus, Warm Springs, Montana, owned by the State and operated by the Contractor, including housing units, administrative offices, and all other structures and improvements of whatever kind, including but not limited to all support buildings, roads, fences, utility systems, etc.

**Facilities and Programs Bureau (FPB)** means the bureau of the State that provides oversight of the community-based programs of prerelease, treatment, and assessment centers.

**FF&E** means furnishings, fixtures, and equipment or the providing of same, depending upon the context.

**Fiscal Year** means any one-year period beginning on July 1 and ending on June 30, which period is used for budgeting and appropriations purposes by the State.

**Grounds keeping** means general upkeep of the Facility grounds including, but not limited to, picking up debris, raking, mowing, trimming, weeding, shoveling, and snow and ice removal. Small yard equipment would include mowers, weed eaters, trimmers, and snow blowers.

**Health Services Bureau (HSB)** oversees all medical, behavioral health, substance use, sex offender treatment, dental and vision services for State.

**HIPAA** means the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations implementing the Act. The Contractor shall comply with HIPAA, and regulations implementing the Act.

**Housekeeping** means lighter activities performed on a daily basis. Activities would include but not are limited to dusting, straightening, making beds, room cleaning, and putting away clothes.

**Indirect Supervision** means a non-routine lapse in Direct Supervision is allowed for short, temporary periods provided the offender is in a secure area or, staff may have visual supervision of an offender without being within the immediate presence of the offenders.

**Individualized Treatment Plan** means a document outlining the essential treatment issues which must be addressed by the offender. Treatment Plans should be reviewed and revised periodically while the offender is in the program. Treatment Plans often consist of core problem areas to be addressed in treatment by the offender, based on the offender's identified criminogenic risk/needs, SUD evaluation, mental health history, personal history, criminal offense(s), and responsivity issues. These core problem areas include cognitive restructuring, emotional development, understanding the abuse cycle, and the formulation and implementation of a relapse prevention plan. These plans include the:

- Problem(s) to be addressed, as identified in the SUD Evaluation or formal risk, need, or responsivity assessment;
- Identified behavior targeted for change;
- Goals and objectives developed in conjunction with the offender;
- Responsible staff; and
- Time frame to meet goals.

**Inmate Worker** means an eligible offender placed by State who following screening and acceptance,

assigned as a worker in food service, housekeeping, or maintenance at a contracted State Facility. Inmate Workers are on inmate status and they are not employees of either the Contractor or State.

**Inpatient Hospitalization** means health care received by an offender admitted to a hospital licensed and operated pursuant to law that is primarily engaged in providing health services on an inpatient basis for the care and treatment of injuries or sickness through medical, diagnostic, and surgical facilities.

**Janitorial** means duties performed for daily and weekly cleaning activities. Activities may include but are not limited to floor cleaning, waxing, scrubbing of showers, tubs, and sinks, washing windows etc. Some equipment may be utilized, e.g. floor polishers, sanders, vacuums etc.

**Licensed Addiction Counselor** means a person who has the knowledge and skills necessary to provide the therapeutic process of chemical dependency counseling and who is licensed by the Department of Labor and Industry after determining compliance with standards of qualification, education, training, and experience.

**License-Eligible Addiction Counselor** means an individual who meets eligibility requirements set forth in § 37-35-202, MCA. Eligibility requirements address qualification, education, training, and experience.

**Licensure** means the statutory or regulatory authority of individuals to provide substance use disorder programs to offenders.

**Maintenance - Major** shall be reasonably defined as repairs that would not normally be performed by a general maintenance position and requires professionally licensed personnel to repair, replace, and/or install materials necessary to make the repair (i.e., boiler replacement, fire/security alarm panel repair, etc.).

**Maintenance – Minor** shall be reasonably defined as repairs that would normally be performed by a general maintenance position and does not require professionally licensed personnel to repair, replace, and/or install materials necessary to make the repair (i.e., plugged drains, door repairs, filter replacements, etc.)

**National Commission on Correctional Health Care (NCCHC) Standards** provide the framework to ensure that systems, policies, and procedures are in place to produce the best outcomes in the most cost efficient and effective manner.

**Offender** a person serving a felony sentence of incarceration in an institution, program, or Facility operated by or under contact to State.

**Offender Clinical File** means the file maintained by the Contractor, for each offender participating in the SUD treatment programs, that contains treatment information and programmatic requirements.

**Optometric Service** means the diagnosis and non-surgical treatment of diseases of the eye.

**Parole** means the supervised release of an offender into a community prior to the completion of a sentence, as a result of a decision by the State of Montana Board of Pardons and Parole, and subject to conditions imposed by the Board.

**Per Diem Rate** means the rate paid to the Contractor by the State for each offender housed at the Facility each day.

**Policy and Procedure** means those written policies and procedures published by State that govern the

operation, management, and maintenance of the Facility, including any future modifications, amendments, or supplements. The Contractor is required to follow applicable State policies and procedures listed in this Contract.

**Pre-Sentence Investigation (PSI) Report** means a report prepared by a PSI writer or parole/probation officer to assess a convicted offender and aid judges in handing down sentences.

**Prison Rape Elimination Act (PREA)** refers to Prison Rape Elimination Act of 2003, 34 U.S.C. § 30301 et seq. and Title 28 Part 115 of the Code of Federal Regulations (C.F.R.), Prison Rape Elimination Act National Standards. The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.

**Probation** means the court's release of an adult offender, subject to felony supervision by State and under the direction of the court.

**Probation and Parole Division (P&P)** means the division of the State that provides supervision for offenders in the corrections system through probation, parole, and conditional release services.

**Programming** means, in a correctional context, the various forms of cognitive behavioral programming that generally involve changing the dysfunctional thought patterns that contribute to criminal behaviors by applying a structured intervention process, often in a group environment. Cognitive behavioral programming includes cognitive restructuring and cognitive behavioral skills development.

**Recidivism** means an adult offender who enters or returns to an adult community correctional Facility or prison in Montana for any reason within three years of release from any correctional Facility, or as defined by State.

**State** means the Montana Department of Corrections.

**State Contract Liaison** means State employee(s) designated to monitor the overall operation of the SUD programs for compliance with contract provisions and to coordinate the activities and communications between State and the Contractor.

**State Sentence** means an order by a District Court sentencing an offender to the Department of Corrections.

**Subcontract** means any contract, express or implied, between the Contractor and another party for the purpose of furnishing any material or service required for the performance of the contract.

#### **4. PROGRAM SERVICES**

Contractor shall provide operation and management to the State for two (2) types of residential Substance Use Disorder (SUD) treatment programs for adult offenders under State jurisdiction. The two types are: 1) a 180-day statutorily mandated residential treatment program for adult male offenders convicted of felony DUI-related offenses; and 2) 90-day SUD treatment for adult male offenders under State jurisdiction. State may approve extending the length of stay in the program if justification is provided that the extension is necessary and in the best interest of the offender and State.

**4.1 Program Requirements and Designs.** An SUD treatment program for adult felony offenders will be located at the Dr. Xanthopoulos building on the Warm Springs State Hospital Campus. The physical

address of the Dr. Xanthopoulos building is: 725 Orofino Way, Warm Springs, Montana 59756. Contractor will follow the following State Operational Procedures. The State owns the Facility which will be utilized for the day-to-day operations of felony DUI and SUD treatment programs.

#### **4.1.1 Residential SUD Services at Dr. Xanthopoulos Building in Warm Springs Montana.**

Residential SUD beds for 89 adult male offenders convicted of felony DUI-related offenses and residential SUD beds for 78 adult male offenders in need of general SUD treatment services, as specified herein. Services will be provided at State's Dr. Xanthopoulos building in Warm Springs, MT. Treatment services to these offender groups will be provided independently and the two (2) populations may not be co-mingled.

The bed allocations between genders and programs noted herein reflect State's current needs. However, State maintains the sole ability to modify program type, length, and target population. State agrees to provide 30-day written notice of program modifications. State agrees to review any demonstrated request from Contractor for increased cost due to program modifications. Contractor agrees that program allocations and curricula may be altered throughout the term of the Contract. Contractor understands the State reserves the right to alter the "bed type" requirement to include "non-treatment" services as population fluctuations occur. (i.e. hold beds).

**4.2 Mission.** To provide structured, comprehensive residential DUI-related SUD treatment and general SUD treatment as set out in Section 4.0 through 4.1.1 for adult offenders under State's jurisdiction. Treatment must be individualized and based on validated risk, need, responsivity assessments, SUD evaluations by licensed, clinical professionals, and court- or Board-ordered requirements. The Facility must include different treatment curricula focused on short-term general SUD treatment and longer-term SUD treatment for offenders convicted of felony DUI. The Contractor program designs are intended to provide 90-day general SUD treatment and 180-day DUI-related treatment and allowing for individualization, based on an offender's needs. The aim of the program is to offer services and interventions in a supervised, treatment-supported environment by using a multidisciplinary team to motivate and assist offenders in their personal recovery from substance abuse and successful reintegration to the community.

Contractor may only provide program services to offenders referred or approved by State.

**4.3 Program Goals.** The Contractor shall provide both quantitative and qualitative measures of the Programs' performance. The Contractor shall generate management reports that accurately track these measures. The performance measures must be congruent with the goals listed below:

- a) To aid offenders in gaining self-control, regulating their emotions, and managing their behavior in a prosocial way.
  - Contractor will conduct pre/mid/post responsivity testing utilizing the pre/mid/post TCU (CEST) and behavioral demonstration of skill-based coping techniques during group and individual sessions, milieu behaviors, and the program progression process.
- b) To increase program participants' level of knowledge of SUDs and the consequences of being under the influence.
  - Contractor will administer the Behaviors and Attitudes for Drinking and Driving scale (BADDSS) that covers a variety of topics relating to substance use disorder and alcohol abuse. The pre-test will be scored recorded in the offender's clinical record. At least one week prior to program exit, the offender will be given the same test. An increase in test scores will be a positive indicator the offender increase in knowledge relating to substance use disorder and consequences of alcohol and drug abuse. The Hazelden relapse Prevention and Criminal and Addictive Thinking Outcome Measures will also be administered to offenders.
- c) To provide offenders with structured social learning through modeling and behavioral rehearsal techniques that engender self-efficacy and target criminogenic risk/need factors – particularly as it relates to

driving under the influence and substance use.

- Contractor will conduct pre/mid/post responsivity testing and behavioral demonstration of skill-based coping techniques obtained during the successful completion of the evidence-based treatment curriculum and program progression expectations. Offenders will successfully complete the Advanced Skill Building sessions during their last month in the program.
- d) To decrease recidivism for offenders completing the program.
  - Performance in this area will be documented by statistical review of OMIS records.
- e) To decrease the incidence of further DUI and SUD-related convictions.
  - Performance in the area will be evidenced by the number of further DUI-related or Drug-related convictions for those clients who have successfully completed the program.

**4.4 Program Requirements.** Treatment services must be provided utilizing evidence-based practices for male offenders under the jurisdiction of the State. The services to be delivered at the Facility include, but are not limited to, a DUI-related SUD treatment component, a general SUD treatment program, and a re-entry/aftercare preparation component. Contractor shall operate the Facility 24 hours per day, seven days a week, each day of the year. Contractor shall provide therapeutic and counseling activities at various times to accommodate offender programming schedules. FPB shall approve in writing the daily activity schedule of program services and any subsequent revisions.

Contractor shall ensure that all offenders are provided equal access to services provided in each program. Accommodations must be available as necessary to facilitate successful completion of the treatment programs.

Contractor shall ensure program design incorporates any crime-specific statutory requirements related to offender treatment and programming (i.e. Assessment, Course and Treatment (ACT) curriculum for DUI offenders).

Contractor agrees to access State Victim Liaison services for education of offenders and Contractor staff on victim impact issues and coordination of victim notification responsibilities.

All programming shall be sensitive to ethnic, cultural, and gender-specific issues. Program staff shall receive appropriate training and educational experiences regarding the clinical issues specific to the various ethnic and cultural subgroups within each program. Program staff shall receive appropriate training on gender-specific issues.

Any modification to the treatment or skill-building components of the programs after contract execution must be approved by State.

Contractor agrees to modify its service delivery in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement, consent order, or change in the State's operational requirements.

Contractor shall provide all services and management for the operations of each program except as otherwise specified in this Contract. Contractor shall assume management of each program within ninety (90) days of contract execution or as designated by the State.

**4.5 Treatment Philosophy.** Emphasis shall be on enhancing recovery using evidenced-based treatment models specific to SUDs and the correctional population. The primary goal of effective treatment is to address an offender's risk, need, and responsivity using evidence-based programs adhered to with fidelity. The Contractor shall not use therapeutic community treatment models. Contractor should make all reasonable

attempts to provide three separate treatment tracks (low risk, moderate/medium risk, and high risk) for offenders.

Contractor Staff and State Staff shall maintain open and consistent communication regarding all aspects of an offender's participation in the program. State staff should be kept abreast of offender progress, or lack thereof, in the program on a regular and continuing basis.

**4.6 Confidentiality.** The Contractor shall maintain a confidentiality policy, with reference to individual offenders receiving services, in accordance with Federal law and regulations and Montana Law. The policy must state how confidentiality will be assured and maintained. The policy must define acceptable exceptions to confidentiality requirements, such as compliance with reporting regarding the sentencing requirements. Contractor's policy is subject to State approval.

Contractor shall provide specific training to staff regarding their responsibility for maintaining offender confidentiality.

Contractor shall provide written notification to offenders outlining their right to confidentiality and their responsibility for maintaining confidentiality regarding other offenders in the program.

**4.7 Target Population.** There are two (2) distinct treatment programs for the Facility and the program participants shall not be co-mingled between the two (2) distinct treatment programs for treatment/programming purposes. The target population for the SUD treatment programs located at the Facility are as follows:

**4.7.1 DUI-Related SUD Treatment Programs.** The target population for the DUI-related SUD treatment program are adult male offenders convicted of a felony DUI-related SUD offense and under the supervision or custody of State.

Program Services shall be provided to:

- a) Offenders committed to the State whose sentence is suspended upon completion of the residential DUI-related SUD treatment program.
- b) Offenders committed to the State who have been determined to need residential DUI-related SUD treatment prior to placement in a prerelease center or release to community supervision.
- c) Offenders at the Montana State Prison or regional prisons who have been determined to need residential DUI-related SUD treatment and are required or endorsed by the Board to complete the treatment prior to release.
- d) Parolees who have violated the conditions of their parole, have been determined to need residential DUI-related SUD treatment, and have been sanctioned to an "up to 9-month" placement.
- e) Probationers who have violated the conditions of their supervision, have been determined to need residential SUD treatment, and have been sanctioned to an "up to 9-month" placement.

Because the correctional population frequently experiences co-occurring mental health and substance use disorders, the Contractor shall also develop and implement operational procedures for serving persons with co-occurring issues.

Co-occurring services will be provided to an offender who has a co-occurring disorder by a dually licensed, Licensed Clinical Practitioner/Licensed Addictions Counselor or an individually licensed Clinical Practitioner and an Addictions Counselor. The behavioral health providers will collaborate with the medical providers at the facility to provide psychopharmacologic interventions if needed.

Mental Health clinicians will offer co-occurring offenders evidence-based, trauma-informed, and

culturally competent therapeutic counseling, interventions and psychoeducation based on individual offender need. Offenders will concurrently receive SUD specific and Criminogenic services in accordance to their Risk Need Assessment.

Contractor shall make all reasonable attempts to provide three separate treatment tracks (low risk, moderate/medium risk, and high risk) for offenders. State shall approve all proposed treatment tracks.

**4.7.2 SUD Treatment Programs.** The target population for the general SUD treatment program are adult male offenders convicted under the supervision or custody of the State. Offenders must have been determined to need residential SUD services.

Program Services shall be provided to:

- a) Offenders committed to the State who have been determined to need residential SUD treatment prior to placement in a prerelease center or release to community supervision.
- b) Offenders at the Montana State Prison or regional prisons who have been determined to need residential SUD treatment and are required or endorsed by the Board of Pardons and Parole to complete the treatment prior to release.
- c) Parolees who have violated the conditions of their parole, have been determined to need residential SUD treatment, and have been sanctioned to an “up to 90-day” or “up to 9-month” placement.
- d) Probationers who have violated the conditions of their supervision, have been determined to need residential SUD treatment, and have been sanctioned to an “up to 90-day” or “up to 9-month” placement.

Because the correctional population frequently experiences co-occurring mental health and substance use disorders, the Contractor shall also develop and implement operational procedures for serving persons with co-occurring issues.

Co-Occurring services will be provided to an offender who has a co-occurring disorder by a dually licensed, Licensed Clinical Practitioner/Licensed Addictions Counselor or an individually licensed Clinical Practitioner and an Addictions Counselor. The behavioral health providers will collaborate with the medical providers at the facility to provide psychopharmacologic interventions if needed.

Mental health clinicians will offer co-occurring offenders evidence-based, trauma informed, and culturally competent therapeutic counseling, interventions, and psychoeducation based on individual offender need.

Contractor shall make all reasonable attempts to provide three separate treatment tracks (low risk, moderate/medium risk, and high risk) for offenders. State shall approve all proposed treatment tracks.

**4.8 Program Structure.** The structure for each program shall be specific to the population served. Contractor shall include, but not be limited to, thorough descriptions of the following program components for each program:

- a) The evidence-based treatment model, design, and organization proposed;
- b) Specific evidence-based curricula included in the proposed treatment model;
- c) Application of the principles of effective correctional program/treatment administration to address dynamic criminogenic risk areas, including Antisocial Attitudes/Cognitive-Emotional States; Antisocial Peers; Antisocial Temperament and Personality Factors; Family and Marital Factors; Education and Employment; Substance Abuse; and Leisure and Recreation;
- d) Proposed schedules (daily, weekly);
- e) Descriptions of all non-treatment activities proposed and included in the program schedule (i.e. educational activities);
- f) Mechanisms for offenders to provide input into programmatic structures and features of the

program;

- g) The process for development of individualized treatment plans, delivery of treatment, and aftercare planning/coordination;
- h) Program progression, completion, and failure;
- i) A Behavior Management system which establishes and enforces a clearly articulated set of rules and consequences; and
- j) An offender handbook.

Specific requirements for each program structure component are contained in Sections 4.8.1 through 4.8.10.

#### **4.8.1 Evidence-Based Treatment Model.**

- a) State must approve program treatment model for each program. The program description must be clear and comprehensive.
- b) The program treatment models must be an evidence-based model for providing residential SUD treatment and addressing criminogenic risk for the correctional population.
- c) The programs must incorporate culturally-based and trauma-informed service delivery strategies.
- d) The programs must model prosocial change and the development of better decision-making skills.
- e) Each of the proposed program models must contain, at a minimum, these three (3) components:
  - 1) An offender orientation: Offenders will learn the basic concepts of cognitive restructuring and expectations, as well as complete the assessment process. A pre-treatment motivational, treatment-readiness component shall also be included. The goals in this phase will include:
    - providing offenders with an overview of the Program and Behavior Management System;
    - beginning a curriculum of cognitive restructuring and skill building;
    - basic understanding of the concept of recovery;
    - education about the techniques used to promote prosocial behavior and extinguish antisocial behavior; and
    - beginning involvement in group and individual counseling that will continue throughout the Program.
  - 2) Provision of an evidence-based treatment modality: The primary goal of this component is to restructure addictive criminal thinking, learn new skills, and therefore change criminal behavior. This component must emphasize the criminogenic needs that pertain to general re-offending. Offenders will also be assisted in examining patterns of thought that recur with negative consequences and developing a plan to change such thinking by learning and practicing new skills. The treatment environment will rely on interaction, modeling, and skills practice. This component will build on the basic concepts introduced in orientation, such as modeling of skills, practicing skills, cognitive-behavioral treatment, emphasizing the need for positive relationships, and addressing family and gender issues. A shame-based environment is not acceptable.
  - 3) Preparation for release, including aftercare planning and relapse prevention: This component will have special emphasis on relapse prevention. Offenders will develop an individual relapse prevention plan. Goals of this component will include: connecting each individual's aftercare goals to specific methods to accomplish them; identifying community resources; continuing overall curriculum; advance practice skills groups; teaching the rules and expectations of community supervision, including the role of Probation and Parole Officers; and contacting substance use providers and self-help groups. Lastly, offenders will make final preparations for transfer into the community; present and discuss the feelings and issues experienced in preparing for a possible return to their home community and how they will cope; and finalize and send completed aftercare plans to applicable persons or agencies.
- f) The program description must clearly show how the Contractor intends to maintain separation between offenders of different risk levels.

**4.8.2 Evidence-Based Curricula.**

- a) The curricula for each program must be evidence-based, delivered with fidelity, as required by statute. Contractor must provide detailed information describing the curricula.
- b) The proposed curricula must address, at a minimum:
  - 1) Cognitive-behavioral programming;
  - 2) SUD-focused counseling;
  - 3) Identifying criminal errors in thinking;
  - 4) Victim impact and awareness issues; Promoting public safety by reducing risk to re-offend;
  - 5) Relapse Prevention;
  - 6) Promoting pro-social behavior;
  - 7) Modeling and building life skills;
  - 8) Interpersonal problem-solving skills, including relationship skills; and
  - 9) Reentry and aftercare planning.
- c) All offender programming must be approved by State prior to service delivery. Contractor agrees to participate in State's programming review process.
- d) Contractor shall report to FPB annually, or as requested, on the current treatment and programming available in the program.

**4.8.3 Criminogenic Risk Areas.**

- a) The program's structure must include application of the principles of effective correctional program/treatment administration to address dynamic criminogenic risk areas.
- b) The dynamic criminogenic risk areas are Antisocial Attitudes/Cognitive-Emotional States; Antisocial Peers; Antisocial Temperament and Personality Factors; Family and Marital Factors; Education and Employment; Substance Abuse; and Leisure and Recreation.
- c) Criminogenic risk and needs must be identified by State-approved risk/needs assessments.
- d) In accordance with statutory requirements regarding the use of risk/needs assessments, Contractor shall agree to adhere to PFB/P&P 1.5.1200 "Risk and Needs Assessments for Adult Case Management" operational requirements and procedures regarding the administration and use of risk/needs assessments.

**4.8.4 Schedules.** The schedule must include structured activities twenty-four (24) hours per day, seven (7) days per week. The daily program schedule shall be approved by FPB. Changes to the approved daily program schedule must be approved by FPB prior to implementation.

The proposed schedule must provide for structured staff-supervised time which includes these components:

- a) Individualized treatment services, in a dosage level appropriate for residential SUD treatment;
- b) Cognitive-behavioral programming, in a dosage level based on each offender's risk classification according to the Montana Offender Reentry and Risk Assessment (MORRA) or Women's Risk Needs Assessment (WRNA);
- c) Physical exercise;
- d) Daily tasks (i.e. time for personal care, meals, etc.);
- e) Religious activities; and
- f) Visitation.

Programming and treatment must be offered at a level which provides the dosage levels necessary to address criminogenic risk as determined by current research and best practice.

**4.8.5 Non-Treatment Activities.** In addition to providing services to address SUD treatment and criminogenic needs, Contractor may include life skills training as part of the program design. Prior to program delivery, Contractor must submit for approval by FPB's thorough description of all non-treatment activities for offenders, including all life and vocational skills training/programming to be offered in the

Facility.

Offenders may be required to complete daily housekeeping; however, daily chores must be limited to two (2) hours or less per day. Housekeeping may include cleaning or assistance with food preparation and services.

**4.8.6 Offender Input.** The program model must include multiple avenues for offenders to have input into some features of the program. The process for input by offenders should be structured and all changes must be approved by the program administrator.

**4.8.7 Treatment/Programming Planning, Delivery, and Aftercare Coordination.**

**4.8.7.1 Treatment/Programming Planning.**

- a) For each program, Contractor shall develop offender treatment plans that are assessment-driven and individually tailored for program participants.
- b) For each program, Contractor shall develop and implement policies regarding treatment planning for offenders. Policies must be approved by the State prior to implementation.
- c) The policies must address:
  - 1) How a treatment plan will be individualized for each offender;
  - 2) How each treatment plan will be jointly developed between the offender and the staff;
  - 3) How the treatment plan will address the offender's SUD treatment needs, based on the recommendations of a licensed clinical professional; criminogenic risk/needs, as identified by a State-approved risk/needs assessment; and responsivity factors, as identified through use of a validated, standardized, and objective instrument;
  - 4) Assurance the treatment plan will be initiated within fourteen (14) calendar days of the offender's arrival at the Facility;
  - 5) A mechanism for review and signature of the treatment plan by the offender and the staff person coordinating treatment services for the offenders;
  - 6) Documentation of regular reviews of the treatment plan with the offender;
  - 7) Measurable objectives and therapeutic interventions with target dates appropriate to the offender's clinical and criminogenic needs;
  - 8) How the Contractor shall conduct case reviews as part of a multidisciplinary staffing and how documentation in the offender record will reflect all staff who participated;
  - 9) The engagement or disengagement of an offender's family members or significant others in the treatment process; and
  - 10) Documentation of offender response to treatment and achievement of the treatment plan objectives in the progress notes.
- d) Contractor agrees to provide treatment plans to State as required by State.

**4.8.7.2 Treatment/Programming Delivery.** No offender may reside at the felony DUI-related SUD treatment program for longer than 180 days without written approval from FPB. No offender may reside at the general SUD treatment program for longer than 90 days without written approval from FPB. Treatment and programming may be delivered through, but are not limited to, these activities:

- a) Individual counseling sessions;
- b) Group counseling sessions;
- c) Cognitive-behavioral groups;
- d) Substance abuse education groups; and
- e) Sessions for building and practicing pro-social skills.

All treatment and programming must be delivered by Contractor staff meeting the professional requirements

associated with the approved curriculum. Trained contractor staff shall monitor all treatment and programming groups and said groups shall not be facilitated only by offenders. Contractor is responsible for maintaining documentation of offender participation in treatment and programming.

**4.8.7.3 Aftercare Coordination.** Contractor is responsible for coordination of aftercare services for all offenders successfully completing a program. Aftercare services shall be designed to maintain the offender's individualized treatment plan and connect the offender with community resources to support the offender's success after release. Aftercare planning efforts must include the offender's supervising Probation and Parole Officer, if applicable.

Contractor shall develop and implement a policy regarding its aftercare coordination process. The policy must be approved by the State prior to implementation.

Aftercare plans must be completed prior to the offender's discharge from the program and must, at a minimum, address:

- a) Continuing care service provider's contact name, contact number, and initial appointment details (date/time);
- b) Support group recommendations;
- c) Healthcare and/or medication follow-up recommendations; and
- d) Goals for continuing care.

State supports the inclusion of referral to behavioral health peer support specialists in aftercare planning.

#### **4.8.8 Program Progression, Completion, and Failure.**

**4.8.8.1 Program Progression.** For each program, Contractor criteria shall be for program progression based on treatment planning and measurable objectives and therapeutic intervention. Program criteria must include procedures for addressing lack of progress. The criteria for program progression must be based on new skill development, identified behavioral markers and other means of measurable progression.

**4.8.8.2 Program Completion.** For each program, Contractor criteria shall be for successful completion of the program. The criteria must be based on an offender acquiring pro-social behaviors, attitudes, and beliefs while in the program and not engaging in behavior that jeopardizes the safety of staff and other offenders. Offenders who meet these targets will be considered to have successfully completed the program. Successful offender program completion shall not be based solely on length of time in the program.

A certificate of completion must be issued to each offender completing a specific treatment/programming curriculum and to each offender completing the overall treatment program offered at the Facility. The certificate must reflect the name of the curriculum or program, the offender's name, the offender's State identification number, and the number of hours completed in the course.

**4.8.8.3 Program Failure.** For each program, Contractor shall develop criteria for program failure. The criteria may include violation of program rules, failure to attend and participate in required program activities, or a documented pattern of undermining the program effectiveness for the offender or others by being disruptive toward staff or other program participants. Serious acts of violence or attempted escape will result in termination from the program by the State upon review of the incident and completion of the appropriate disciplinary processes. The State retains sole authority to remove offenders from the programs for disciplinary or

other reasons.

**4.8.8.4 Other Reasons for Program Discharge.** There may be administrative circumstances other than successful completion or program failure in which an offender is discharged from a program. These administrative discharges may occur only at the direction of State and may occur under the following circumstances:

- a) Clinical reasons other than refusal to participate in the program;
- b) Medical or mental health conditions that hinder the offender's ability to participate in the program, even with accommodations;
- c) Termination of custody/supervision due to a court order or expiration of the offender's sentence;
- d) Transfer to a more appropriate treatment modality;
- e) Death of the offender; or
- f) Other circumstances identified by State

**4.8.8.5 Discharge Summary.** Prior to an offender's exit from the Facility, regardless of the specific reasons for the exit (e.g., successful completion, termination, etc.), a designated clinical service provider or case manager shall prepare a discharge report that summarizes and provides final documentation of the following key issues:

- g) Overall performance in the program;
- h) Level of participation in treatment services;
- i) Progress toward treatment program goals; and
- j) The aftercare/continuing care plan developed for the offender, including all referrals to community-based services.

Contractor shall provide the discharge summary to State within ten (10) calendar days of the offender's discharge.

**4.8.9 Offender Behavior Management System.** All Facility rules are subject to State approval prior to delivery of services. Any proposed changes or additions to the Facility rules must be approved in writing by State. The following rules are required by State and must be included in the proposed Facility rules:

- a) Offenders shall not threaten, intimidate, or behave with violence toward any person(s) or damage community or personal property. This includes acting in any way which encourages, supports, or allows threats, acts of intimidation, or violence against person(s) or damage to community or personal property.
- b) Offenders shall not behave in any way that violates state or federal laws or State and Contractor's policies and procedures. Offenders shall not participate in or allow sexual harassment, threats, intimidation, disrespect, or sexual behavior with other offenders in the program or program staff.
- c) Offenders shall not engage in the use, manufacture, and distribution of any illegal substances; holding or passing contraband; or using or distributing alcohol, alcohol products, marijuana, and marijuana products.
- d) Offenders shall participate in all safety and security responsibilities including room and space checks, roll calls, daily counts, and accountability verifications.
- e) Offenders shall not participate in or allow the use of cultural, racial, ethnic, or religious slurs or attacks.
- f) Offenders shall treat all personal and community property respectfully.
- g) Offenders shall keep all personal information shared within the Facility confidential.
- h) Offenders shall not participate in gambling, possession of weapons, or any other criminal activity or behavior.

Contractor shall submit for approval a system of progressive privileges and disciplinary procedures for behavior management and provide a detailed description. The system must adhere to State/P&P/FPB policies/procedures/operational requirements for addressing offender behavior. To ensure due process, Contractor shall follow established disciplinary hearing procedures when addressing alleged misconduct or violations by adult offenders.

The behavior management system must include incentives to recognize and reinforce desired behavior and interventions to interrupt undesired behavior.

Contractor shall describe how the proposed behavior management system will ensure that delivery of:

a) Incentives are:

- 1) Contingent on an offender's performance of desired behavior;
- 2) Deliberate, in that reinforcement of desired behavior is to be continuous and frequent when first strengthening a behavior, but then intermittent as the offender continues the behavior;
- 3) Individualized, in that the incentive is meaningful for the offender;
- 4) Appropriate and proportionate to the magnitude of the desired behavior;
- 5) Choice-based and allow the offender to select from a menu of reinforcements; and
- 6) Swift and certain, in that the reinforcement is administered immediately following the behavior and the offender is aware that the reinforcement is the result of performing the desired behavior.

b) Interventions are:

- 1) Known beforehand, in that the offender is made aware of the undesired behaviors and the potential consequences for the behavior;
- 2) Swift and certain, in that the consequences are administered immediately following the behavior and every time the undesired behavior occurs; and
- 3) Fair, in that the intervention administered is proportionate to the behavior.

Contractor shall report allegations of criminal conduct of offenders to local law enforcement officials and State. Contractor shall cooperate with any administrative or criminal investigation regarding an offender.

The Contractor shall ensure the offender is notified of the program's behavior management system, including all rules, during the orientation phase of the program and the notification must be documented in writing.

State agrees to assume custody, at reasonable times, of any offender whom State believes to be unsuitable for treatment in the program.

**4.8.10 Offender Handbook.** The Contractor shall submit for approval an Offender Handbook that describes the program, describes the activities in which the offender will participate, and assists the offender in understanding his/her role in the program, behavioral expectations, and all available clinical services and how to access those services. The Offender Handbook must contain a full listing of all program rules and a thorough description of the program's behavior management system. Each offender will be issued a handbook during the required program orientation.

The final version of the handbook is subject to approval by State, as are any subsequently proposed changes to the handbook. Contractor agrees to provide a copy of the handbook to State upon request.

## **4.9 Offender Placement.**

**4.9.1 Referrals and Exclusionary Criteria.** For each program Contractor shall develop mutually agreed-upon exclusionary criteria for each program. Exclusionary criteria are clinical, community, and/or legal criteria for the exclusion of certain types of offenders from program participation. Exclusionary criteria are recognized by the Correctional Program Checklist as an evidence-based practice which is proven to reduce recidivism when implemented with other evidence-based practices. State and Contractor shall meet annually, or at an agreed-upon schedule, to review applicability of exclusionary criteria.

Contractor shall only review referrals from State-approved entities. Contractor shall not accept referrals from attorneys, offender family members, or offenders.

Contractor shall review all referrals and determine any applicable exclusionary criteria within five (5) business days of receipt of the referral. State must review Contractor's decision prior to the referral source being notified of denial based on exclusionary criteria.

**4.9.2 Offender Placement.** State retains the sole placement authority for all State offenders in the program. Treatment services may only be provided to State offenders.

Contractor shall be responsible for establishing bed-dates for offenders accepted into the program and requesting transportation of the offender to the Facility, using a process established by State.

Priority of offender placement shall be as follows:

- a) For the male felony DUI-related treatment programs, in this order:
  - 1) Adult offenders convicted of a felony DUI who have a sexual or violent offender designation.
  - 2) Adult offenders convicted of a felony DUI who have special medical needs.
  - 3) Adult offenders convicted of a felony DUI who have not previously completed a six-month residential felony DUI treatment program approved by State.
  - 4) Adult offenders who have been convicted of negligent vehicular homicide while under the influence.
  - 5) Adult offenders who have been convicted of a subsequent felony DUI and have previously completed a six-month residential felony DUI treatment program approved by State and assessments indicate that further DUI-specific treatment would benefit the offender and the community.
  - 6) Other offenders may be determined eligible for the program by State on a case-by-case basis.
- b) For the male general SUD program, in this order:
  - 1) Offenders on community supervision (probation, conditional release, or probation) who have violated the conditions of their supervision, have been determined in need of substance use disorder and/or appropriate correctional counseling services, and have been sanctioned by a State hearing officer to an up to 90-day placement.
  - 2) Offenders at Montana State Prison or regional prisons who are mandated by the Board or court-ordered to complete SUD programming prior to release
  - 3) Offenders on community supervision (probation and probation) who have violated the conditions of their supervision, have been determined in need of SUD Treatment and/or appropriate correctional counseling services, and have been sanctioned by a judge or the Board to an "up to nine-month" placement.

- 4) Offenders committed to the State and for whom SUD treatment has been determined appropriate prior to release to community supervision.
- 5) There may not be any restriction on placement of offenders convicted of sexual and/or violent offenses.

**4.10 Alcohol and Drug Testing.** Contractor shall develop a system of drug testing to ensure an alcohol and drug free environment. Alcohol and drug testing must comply with industry standards. Contractor shall also provide State with a proposed plan for offenders entering the program under the influence. Contractor shall be responsible for random testing of 20% of the program population on a monthly basis, maintaining and tracking test results, and coordinating with State on appropriate interventions. Contractor shall conduct on-site alcohol or drug screens on offenders enrolled in the program at any time for cause. All alcohol and drug testing shall be conducted by trained staff.

Contractor shall utilize on-site testing devices that have the same cut-off standards as the on-site testing devices utilized by State. Contractor shall also utilize a laboratory that has the ability to conduct a confirmation test on a specimen.

Program staff shall provide electronic or written notification to the State Contract Liaison of all offender positive results and admissions to drug and alcohol usage on an interval set by State. Positive results and admissions to usage will be handled in accordance with the program's behavior management system.

## **5. HEALTHCARE SERVICES**

**5.1 General.** Contractor shall provide offenders with access to health care services, including: medical, mental health, dental, optometric, pharmaceutical, and other medical-related services. These services must meet ACA and NCCHC standards; federal, State of Montana, and local laws and regulations; and State policies and procedures. In keeping with operational efficiencies and to reduce exposure to security risk, Contractor shall ensure that as much as is possible, health services will be made available on-site at the Facility. Contractor will also be required to utilize the State's pharmacy provider and formulary.

State is implementing an Electronic Health Record system. Contractor shall cooperate in the implementation processes.

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

Contractor shall stock day-to-day medical supplies as part of the per diem rate. Contractor shall also be responsible for providing Americans with Disabilities Act (ADA) services.

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

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

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

Nursing services will include routine intake, sick call, urgent/emergent, and chronic care, including education, monitoring, and nursing intervention as appropriate. Nursing services will also include education and screening for sexually transmitted diseases (STD), human immunodeficiency viruses (HIV), Hepatitis C virus (HCV), and COVID-19.

**5.3 Dental Services.** Contractor shall make off-site emergency dental services available to all offenders. All dental services must be pre-approved by CSB. The Contractor shall be responsible for the cost of all on-site dental services. The State shall be responsible for the cost of all off-site emergency dental services.

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

Contractor shall distribute medications, both prescribed and OTC, and administer and account for medications in keeping with the State's drug formulary and with the Montana Nurse Practice Act and Board of Pharmacy Drug Enforcement Administration regulations. Contractor shall advise local providers to use the State drug formulary in most instances. Local providers must be able to justify the use of non-formulary medications and submit a non-formulary request to CSB prior to filling a non-formulary prescription. The Contractor is responsible for any non-formulary medications provided to offenders that are not approved by CSB.

**5.5 Mental Health Services.** Contractor shall provide on-site mental health services for a minimum of forty (40) hours per week and on-call services on weekends and after hours for crisis response. Mental health services must be available and provided by licensed mental health professionals. Contractor is responsible for the cost of all on-site mental health services. Off-site mental health services are the responsibility of the State provided Contractor received pre-authorization from CSB. Contractor shall be responsible for costs of transportation and security of off-site mental health services. The State is responsible for off-site acute crisis services. Contractor shall notify CSB within 72 hours of any crisis mental health services provided along with a copy of the provider notes.

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

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

- a) Contractor shall ensure all offenders are given the opportunity to submit oral or written health care requests at least daily.
- b) Health care staff shall pick up health care requests daily.
- c) A qualified health care professional shall review and prioritize health care requests daily.

- d) A qualified health care professional shall conduct a face-to-face encounter for a healthcare request within 24 hours of receipt by the health staff.
- e) Patients will be evaluated in a clinical setting.

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

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

**5.10 Prior Written Approval.** Contractor shall obtain prior written approval from CSB for all scheduled inpatient hospitalization and surgery. Contractor shall be responsible for any unapproved inpatient hospitalization and surgery costs.

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

**5.12 Notification of Next of Kin.** The Facility shall maintain written policies and procedures for the prompt notification of an offender's next of kin and the State in case of serious illness, surgery, injury, or death. Any death must be reported immediately to the proper officials as specified in State Policy 4.5.34, Offender Death. A post-mortem examination of all offenders that die while in the custody of the Contractor will be conducted pursuant to § 46-4-122(1)(b), MCA.

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

**5.14 Suicide Prevention.** Contractor shall implement suicide prevention plans, including initial screening for suicidality. Suicide prevention plans must include appropriate seclusion and/or restraint protocols according to a policy approved in advance by the State.

**5.15 Continuous Quality Improvement (CQI).** Contractor shall provide CQI information to HSB

Bureau Chief, reflecting all timelines and quality of care.

Contractor shall establish a CQI program that includes a quality improvement committee with representatives from major program areas. The committee shall meet at least quarterly. Meeting minutes shall be taken and shared with State.

The committee identifies aspects of healthcare to be monitored and establishes thresholds, analyzes the results for factors that may have contributed to areas that are below thresholds, implements improvement strategies to correct identified health concerns, monitors performance following implementation of strategies.

At a minimum, one process and/or outcome study will be completed annually.  
A CQI annual review is required.

**5.16 Cost Containment.** Contractor must provide a detailed plan for the implementation and operation of a Cost Containment Program designed to control health care costs. The plan shall address areas in which cost savings will be achieved and evidence of the success with such a program at other Contractor facilities. The plan must indicate the methods to be used for collecting and analyzing trends in the utilization and cost of health services, along with examples of reports that will be made available to State. Contractor shall make utilization and cost containment information available to State upon request. The Contractor's plan must be approved by the State prior to service delivery.

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

Emergency cases do not require prior approval for initial assessment and treatment. However, the Facility shall notify CSB within 72 hours of the incident.

**5.18 Medicated Assisted Treatment (MAT).** Contractor shall not deny services to offenders who are on MAT. Contractors shall coordinate with the State for an individualized treatment plan for offenders on MAT.

## **6. AGENCY SECURITY REGULATIONS**

**6.1 Security Policy Requirements.** Contractor shall address, in policy, the following security related areas:

- a) Offender counts;
- b) Offender movement control;
- c) Key and tool control;
- d) Offender searches;
- e) Fire/life safety;
- f) Facility entrance procedures; and
- g) Logs and record keeping systems.

Contractor must provide copies of all related policies. The State must approve all security policies of Contractor prior to delivery of services, annually, and upon proposed changes.

**6.2 Offender Movement.** Contractor must develop and provide a written plan to control movement inside and outside of the Facility. The Facility policy and procedure must always account for the whereabouts of the offenders. Contractor shall always be required to provide security for offenders assigned to its custody. This includes, but is not limited to, offender counts, court appearances, off-site medical appointments, and hospitals stays. The Contractor's plan must be approved by the State prior to implementation.

**6.3 Use of Force.** Contractor shall be allowed to use force consistent with P&P/FPB procedure/operational requirements for use of force by staff in contracted facilities.

## **7. INMATE WORKERS**

Contractor may use eligible offenders who are assigned as Inmate Workers in food service, housekeeping, or maintenance. Inmate Workers are on inmate status and are not employees of either the Contractor or State.

Contractor shall follow P&P/PFB procedures/operational requirements regarding Inmate Workers. The number of allowable Inmate Workers per Facility is as approved by State.

Contractor is authorized to have up to two (2) Inmate Workers.

## **8. OFFENDER RIGHTS**

Contractor shall adopt and implement P&P procedure 6.3.405 P&P Offender Complaints, PFB procedure 6.1.206 Offender Grievance Appeals, and PFB procedure 6.2.430 Grievance Program Requirements. Contractor's Grievance Policy must be approved by State. Contractor shall provide FPB with copies of all offender grievances upon request, including decisions and appeals, along with statistical information on number and type of grievances received as required by State.

## **9. RELIGIOUS ACTIVITIES**

Contractor shall provide offenders the opportunity to voluntarily practice their own religion and engage in their own religious activities, subject only to those limitations necessary to maintain the order and security of the Facility. Offenders cannot be required to attend or participate in religious services or discussions.

## **10. OFFENDER PROPERTY**

Contractor shall manage offender personal property in accordance with PFB operational requirement 6.2.421 Offender Personal Property.

Contractor is responsible for providing offender clothing, both while in the program and upon release if necessary.

Contractor shall develop procedures for property handling upon offender admission, inventory, control, and limits.

## **11. MANAGEMENT OF OFFENDER FUNDS**

Contractor shall maintain oversight of offender's personal funds by opening a noninterest bearing Trust Account in a qualified depository and provide for an accounting system of the Trust Account that has the capability of reflecting individual offender trust account (sub-account) detail deposit and expenditure records and balances.

Contractor shall monitor the sub-accounts daily in accordance with generally accepted accounting principles (GAAP) and provide each offender with a monthly statement that includes the current balance, deposits, and deductions for allowable fees and obligations specifically allowed by State. Contractor will provide a list of all allowable fees and obligations for State approvals.

Contractors shall utilize an internal accounting system subject to approval by the State Contract Liaison or designee.

Contractors shall provide the terms under which the offender's funds will be managed to offenders in writing, will obtain the offenders' signed acknowledgement of the terms, and will retain a copy of this acknowledgement in offender's case files. State is not responsible for any offender's funds turned over to Contractor for management or oversight or for administration or oversight of any account related to such funds. State is not responsible for accounting or reconciliation of offender's funds. Contractor's written policy detailing the management and oversight of offender funds and this policy shall be subject to approval by State. Any fees incurred by the offender while participating in the treatment program must be fully disclosed to the offender during orientation. A FPB designee must approve all fees for which the Contractor will request reimbursement from offenders. Contractor shall provide a receipt to the offender for every payment made to the Contractor. Contractor shall not charge offenders a fee for room and board, programming, or medical services.

## **12. VISITATION**

Contractor shall provide physical space, furniture, equipment, and supervision for visitation in accordance with applicable ACA Standards and State Policy and Procedures for visitations. Facility employees will ensure written information governing visits is available to offenders within 24 hours of arrival at the Facility.

## **13. OFFENDER TELEPHONES/COMMISSIONS**

Contractors shall provide telephone services for offenders. Any telephone service contract must be submitted to State for review and approval prior to acceptance by Contractor. Copies of source documentation supporting rebates/commissions must be available for State review upon request.

## **14. OFFENDER COMMISSARY/CANTEEN**

Contractor shall make canteen items available to offenders. Prices charged for items should be comparable to those charged in State facilities. Contractor must maintain separate financial records and accounts for all canteen business.

## **15. OFFENDER RECORDS**

Contractor shall have a comprehensive offender record system managed in accordance with recognized principles of criminal justice and health record management. All offender files, and information contained therein, are the property of State and shall be returned to State upon termination of the Contract.

Contractor shall ensure:

- a) A designated individual is responsible for the record system;
- b) A secure storage system that protects active and inactive files from damage or unauthorized access; and
- c) Policies and procedures addressing:
  - 1) Who has access to records;
  - 2) Content of active and inactive records;

- 3) A systematic method of identifying and filing individual offender records so each can be readily retrieved;
- 4) Assurance each offender record is complete;
- 5) Retention of offender records; and
- 6) Appropriate destruction of offender records.

Contractor shall maintain offender records and provide reports that conform to those of State in both format and content (See State Policy 1.5.4 – Transfer of Offender Records). Contractor shall maintain current and accurate offender records.

**15.1 Offender Record Content Requirements.** Contractor shall ensure offender record content includes:

- a) The offender’s program application and any attached documents;
- b) All placement documents;
- c) Current risk/needs as identified by a State approved validated risk/needs assessment;
- d) Information related to responsivity and needs assessments conducted by the program;
- e) A substance-related disorder diagnosis and supporting documentation for diagnosis;
- f) Documentation that the offender was provided the offender handbook;
- g) Documentation that the offender was notified of all program requirements and components, including their rights under PREA, the Facility rules, behavior management system, and grievance process;
- h) Applicable releases of information;
- i) Offender treatment plan;
- j) Progress notes/summaries;
- k) Aftercare plan;
- l) Discharge summary;
- m) Medical records, including documentation of health services provided, exam/lab results, medication records, and information from other healthcare facilities;
- n) Copies of all correspondence related to the offender;
- o) All grievances filed by the offender and the applicable responses; and
- p) Documentation of incentives or interventions administered through the program’s behavior management system.

**15.2 Security of Offender Records.** Contractor agrees that offender records shall:

- a) Be kept in a secure area.
- b) Not be distributed to any unauthorized person or entity.
- c) Be returned to State upon the date of offender discharge from the Program.
- d) Be confidential via written policy.
- e) Be made available to State.
- f) If shared, be sent via the State of Montana file transfer service.
- g) Back up files must be maintained on a timely basis, following appropriate industry best practices and standards.

**15.3 Offender Management Information System (OMIS).** In accordance with State policy/procedure, Contractor shall be granted access to OMIS. State agrees to provide training to Contractor on the use of OMIS. Contractor agrees to input the following offender information into OMIS:

- a) Location information;
- b) Basic information;
- c) Photos;

- d) Risk and needs assessments;
- e) Case notes;
- f) Behavior management system responses, including offender behavior and incentives/interventions administered; and
- g) Drug and alcohol testing results.

Contractor agrees to input additional information into OMIS at State's request. State will provide OMIS training related to additional requests. All data collected by Contractor regarding State offenders is the property of the State.

**15.4 Reporting to State.** Contractor shall comply with all programmatic reporting requirements established by the State. In addition, the Contractor shall provide the following reports to the State Contract Liaison, or designee:

- a) Report of Alcohol/Drug Screening and Testing Results: Contractor shall enter data into OMIS containing the name and offender number for each individual offender in the program and detailing the dates the offender was tested, drugs for which the offender was tested, and the results of urinalysis.
- b) Offender Progress Reports: Contractor shall provide the State with a progress report submitted to State at an interval determined by State.
- c) Waiting List Report: Contractor shall submit a biweekly waiting list to the State Contract Liaison. The waiting list will contain a list of offenders who have been accepted for placement and who are currently waiting for a bed.
- d) Incident Reports: Contractor shall immediately report all incidents, including but not limited to, incidents involving any use of force by Contractor's staff member upon an offender, significant staff disciplinary incidents, staff employment terminations, any and all new staff arrests, physical or verbal threats, and assaults by an offender upon another offender or Contractor's staff, destruction of property, and offender medical emergencies. Contractor shall document in writing and submit all incidents to the State's Contract Liaison, or designee, within 24 hours.
- e) Ad Hoc Reports: Contractor agrees to maintain and file with the State such progress, fiscal, inventory reports, and other reports as the State may require within the period of the Contract, including but not limited to the reports listed above.
- f) Quality Assurance Reports: Contractor shall provide a written report detailing the findings of its quality assurance program, as outlined in Section 27. Contractor shall submit this report semiannually to the State's Contract Liaison.
- g) Final Discharge Summary: Contractor shall provide a final discharge summary, including risk assessment results, OMIS information (e.g. location, etc.), treatment plans, and length of stay reports, to State.

## **16. INFORMATION TECHNOLOGY**

Contractor shall ensure that all Information Technology systems utilized to maintain records, access the Internet, transmit files, or used to communicate with State meets the security standards established by the State of Montana. Part of this requirement is obtaining and maintaining the required Cyber/Data Information Security Insurance referenced Section 36, entitled Required Insurance, Subsection 36.8.

In the event the Contractor's Information Technology system becomes compromised, the Contractor shall restore such systems to the State's standards within five (5) business days.

Contractor shall provide video conferencing capabilities that allow for connectivity to the court systems, the

Board, other correctional facilities, and the State.

Contractor shall provide its staff access to a computer with the ability to access the Internet for access to, and use of, OMIS. OMIS is accessed through a secure website. Contractor shall enforce strict security precautions to ensure that offenders do not have access to OMIS or to the computer in general. Contractor shall provide staff with OMIS-compatible Internet applications. State is responsible for the actual cost of maintenance and support of the OMIS system. State will provide Contractor with user accounts for access. Contractor shall follow State process for requesting or modifying OMIS access for staff. Contractor shall notify their State point of contact immediately upon termination of any staff that has access to OMIS. The users of these accounts must follow all State computer use policies when accessing State systems. State will alert Contractor concerning any projected change in State standards, including effective dates for implementation. The State is responsible for any cost of changes to the existing program.

State will provide computer-based training and reasonable technical assistance associated with access to OMIS by Contractor personnel. State may require Contractor staff to input specific information into OMIS, as required in Section 15.3.

Only those Facility employees given security clearance and assigned a username and password by State may access OMIS. Access will be limited to review of only those offenders under Contractor's supervision. Contractor shall not allow offenders any access to OMIS or to reports generated from OMIS. Contractor will also not share information or reports generated from OMIS with members of the public, press, or any person not authorized to see or possess that information.

Any Contractor that has access to OMIS is required to comply with all State requirements and directives regarding the necessary security measures for continued access.

Contractor shall prohibit offender access to the computer, to OMIS or other offender's health records, etc. and prohibit offender access altogether to the Internet in accordance with State Policies 1.7.13 – Offender Access to Computers and 1.7.1 – Information Technology Services.

## **17. TRANSPORTATION**

Generally, State is responsible for transportation of offenders to and from the Facility for initial placement or upon program completion. However, there may be circumstances under which an offender may be responsible for their own transportation. This shall be determined by State on a case-by-case basis. There may also be circumstances in which State requests Contractor assist with transportation of offenders entering or exiting the program.

Contractor shall be responsible for transportation of offenders currently in the program to and from court appearances and medical appointments (scheduled and emergent). Contractor shall be responsible for transportation of offenders to off-site specialty services; however, State will reimburse pre-approved travel costs to locations further than 30 miles (state-rate mileage, per diem, and hotel). In the event an offender is admitted to a hospital, Contractor shall provide immediate notice to State and shall provide hospital security coverage for 96 hours, at which time hospital security coverage shall become the responsibility of State. State may request Contractor provide security beyond the first 96 hours; however, this is optional for the Contractor and will be reimbursed at actual staff costs.

## 18. OFFENDER ABSENCE/ESCAPE

Contractor shall be responsible to prevent escapes from the Facility. Contractor shall develop a plan in conjunction with State for the prevention and reporting of escapes from the Facility. When an offender is unaccounted for Contractor shall follow FPB operational requirement 6.2.422 Escapes.

## 19. SAFETY

**19.1 Safety.** The Facility shall be maintained and equipped to ensure the health and safety of the offender. Physical health and safety features of the Facility shall conform to requirements of local, State of Montana, or federal authorities having jurisdiction. Contractor shall provide offenders with reasonable protection against the danger of fire and smoke, injury attributable to the environment, electrical hazards, and the spread of disease and infection. Contractor shall maintain a record of inspections made by local, State of Montana, and federal authorities and a subsequent log of actions taken to correct violations or deficiencies. Plans shall be maintained identifying the steps and timetable for correction of non-conforming conditions.

**19.2 Supervision.** Contractor shall maintain adequate offender supervision in compliance with all contract requirements.

## 20. FACILITY CONDITIONS

**20.1 Environment.** Contractor will ensure a pleasant, safe, and healthful environment that contributes to the provision of treatment and programming. Offenders will be allowed to keep and display a reasonable number of personal belongings. All areas and surfaces shall be free of undesirable odors.

Contractor shall provide, at no cost to the offender, the following:

- a) Maintenance of clean, dry, ventilated space, not subject to wastewater back flow, or other contamination, in which to store dry food supplies.
- b) Maintenance of adequate sleeping space per offender.
- c) A bed (unless a permanent fixture of the building), pillow, mattress, bed linens, towels, and clothing storage area for each offender.
- d) Personal hygiene articles (such as deodorant, shampoo, toothpaste, etc.)
- e) Laundry facilities, maintained in good condition, for offenders' use.

Contractor shall provide a maintenance program, which includes a monthly maintenance inspection, to ensure that all components of the site and grounds are maintained in good repair and proper working order at all times. Contractor shall forward this monthly inspection to the State Contract Liaison. Contractor shall be responsible for all minor repairs defined in Section 20.5 Facility Conditions/Responsibilities of this Contract. Contractor shall ensure the Facility and grounds are maintained in a clean, safe condition and that all appliances and operating systems are in proper working order at all times. Contractor shall provide at minimum a part-time maintenance position at this Facility.

Contractor shall provide a pest control program for prevention of vermin, insects, and other pests.

Offenders shall be encouraged to take responsibility for maintaining their living quarters. Such responsibilities shall be clearly defined in writing and provided at orientation. There shall be documentation that these responsibilities do not constitute full-time, reimbursable work, but are an integral part of the program residency.

It is expected that Contractor shall utilize offenders to assist with housekeeping duties, janitorial services, laundry duties, and grounds maintenance in accordance with Section 4.6.5. The use of “Inmate Workers” will be at the sole discretion of State if approved in accordance with Section 7 of this Contract and FPB operational requirements regarding Inmate Workers.

**20.2 Furniture/Furnishings/Equipment (FF&E).** All staff and offender FF&E (i.e. desks, tables, chairs, couches, bookshelves, dishes, silverware, etc.) shall be provided by Contractor and be sufficient to accommodate all offenders. FF&E shall be comfortable and maintained in clean condition and in good repair.

**20.3 State Office Space.** Contractor shall provide State with sufficient space at the Facility for at least two (2) State staff positions. State will provide office furnishings and telecommunications equipment for these office spaces. Contractor shall insure that the office space has high speed Internet connectivity/interface available for State staff use. Maintenance and cleaning of these offices will be the responsibility of State.

**20.4 Facility Condition Inventory.** Contractor shall complete a biannual Facility Condition Inventory and submit the inventory to the State Contract Liaison or designee. The inventory shall be a format approved or provided by FPB.

**20.5 Facility Condition/Responsibilities.**

**20.5.1 Maintenance – Major.** State shall be responsible for major repair, replacement, and maintenance of the Dr. Xanthopoulos Building as defined in Section 3 of this Contract and governed by the Memorandum of Understanding between the Department of Public Health and Human Services and the Department of Corrections. Major repairs will be reported to and approved by the State Contract Liaison prior to being scheduled.

Contractor shall be financially liable for repairs, replacements, and maintenance necessitated by abuse or negligence on the part of its personnel.

**20.5.2 Maintenance – Minor.** Contractor shall be responsible for minor repair, replacement, and maintenance (as defined in Section 3 of this Contract), at the Dr. Xanthopoulos Building.

**20.5.3 Utilities.** The State shall be responsible for all utility costs at the Dr. Xanthopoulos building.

**20.6 Laundry.** Contractor shall be responsible for laundry services and related expenses. Expenses shall not be passed on to the offender.

**21. FOOD SERVICES**

Contractor shall provide program participants with three (3) meals each day, including two (2) hot meals. Meals shall be served at regular mealtimes during each 24-hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend, holiday, and religious food demands.

Breakfast, lunch, and dinner menus must provide a minimum of 63 grams of protein and a minimum of 2,900 calories for each male offender 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 of Montana and local health regulations.

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.

Contractor shall provide the following special diets in accordance with PFB Requirement 6.2.429 Food Services: low cholesterol; non-pork; modified vegetarian; strict vegetarian; low sodium; low sugar; modified consistency diet for geriatric offenders; and religious and specialized medical diets, including renal, gluten free, liquid, and diabetic diets.

Contractor shall provide a single menu for staff and offenders.

All menu plans will be based on the Recommended Dietary Allowances (RDA) for males (as appropriate) aged 25-50 years as provided by the National Research Council Food and Nutrition Board.

Contractor shall maintain adequate refrigeration, cooler, and dry storage space to keep a minimum of three (3) days of food inventory supply on hand at the Facility.

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

Contractor shall maintain documentation at the Facility provided by State of Montana 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.

All food service personnel must have clean hands and fingernails; wear hair nets or caps; wear washable garments; be in good health; free from communicable disease and infected open wounds; and must practice hygienic food handling techniques.

All foods must be properly stored or disposed of at the completion of each meal.

State will be responsible for the contracting with Montana Correctional Enterprises to provide food services for the facility until June 30, 2023. Effective July 1, 2023, Contractor shall contract with Montana Correctional Enterprises to fulfill the food service requirements at the Facility.

**22. STATE AND CONTRACTOR POLICIES, PROCEDURES, AND OPERATIONAL REQUIREMENTS**

In addition to policies, procedures, and operational requirements referenced throughout this Contract, Contractor shall comply with all requirements of the following State policies:

- |                          |  |
|--------------------------|--|
| State Policy 1.1.17      | Prison Rape Elimination Act (PREA)                   |
| State Policy 1.5.4       | Transfer of Offender Records                         |
| State Procedure 1.5.1200 | Risk and Needs Assessments for Adult Case Management |
| State Policy 1.7.1       | Information Technology Services                      |
| State Policy 1.7.13      | Offender Access to Computers                         |
| State Policy 3.1.8       | Use of Force and Restraints                          |
| State Policy 3.1.11      | Offender Movement Control                            |

State Policy 3.1.17	Searches and Contraband Control
State Policy 3.3.3	Offender Grievance Program
State Policy 4.5.9	Continuous Quality Improvement Program
State Policy 4.5.10	Level of Therapeutic Care
State Policy 4.5.34	Offender Death
State Procedure 6.3.405	P&P Offender Complaints
State Procedure 6.1.206	PFB Offender Grievance Appeals
State Procedure 6.2.430	PFB Grievance Program Requirements

Contractor shall have an Operations Manual and Policy and Procedure Manual containing operational procedures and policies that defines specific protocols for the operation of each individual program. All policies and procedures developed and implemented by the Contractor shall comply with all State policies and procedures applicable to the program and supervision of offenders. Contractor manuals will be reviewed and updated as needed, but no less than once per year, and made available to the State, program staff and program volunteers.

## **23. DISASTERS**

Contractor shall have written plans that identify the procedures for responding to disasters. The plans and procedures shall include assignments of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of evacuation routes and procedures. The emergency plans and procedures shall be posted at highly visible locations and explained to each new offender at orientation. Drills shall be held at least quarterly to evaluate the effectiveness of disaster plans and procedures.

Contractor shall have a written Emergency Operations Plan and Continuity of Operation Plan that are in compliance with the National Incident Management System, Incident Command System and State Emergency Operations Plan and Continuity of Operation Plan that are subject to review and comment by State.

Contractor shall have a written Contingency Plan, reviewed by State, that identifies an alternate location for offenders that provides adequate life support resources (shelter, food, water, personal hygiene) in the event of the Facility being un-inhabitable due to a natural or man-made event (i.e. earthquake, wildfire, prolonged or catastrophic utility failure, etc.).

Contractor shall have a written plan for dealing with offender disturbances and hostage taking. Contractor shall make all necessary and reasonable efforts to enter into a signed Mutual Aid Agreement with local law enforcement, fire, and health agencies.

Contractor shall review its Contingency, Emergency Response, and Mutual Aid plans annually and provide copies to State.

## **24. FISCAL MANAGEMENT/REPORTING**

**24.1 Annual Reports.** Contractor agrees to maintain books, records, and documents, including electronic storage media, in accordance with generally accepted accounting procedures (GAAP) and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the State under the Contract. Contractor shall, have an independent financial audit conducted annually, at its expense, and submit these to FPB no later than December 1<sup>st</sup> of each calendar year. Contractor shall also provide State with quarterly unaudited financial statements.

**24.2 No Adverse Change.** On an annual basis, Contractor shall certify by signature of its authorized representative, that since the date of Contractor's most recent financial statements, there has not been any material adverse change in Contractor's business or condition, nor has there been any change in the assets or liabilities or financial condition from that reflected in the financial statements which is material to Contractor's ability to perform its obligations under the Contract. If requested, Contractor agrees to provide State with a copy of its most recent financial statement.

**24.3 Program Audits.** Contractor shall allow access to Program records, staff, and offenders to enable State, the Board, the Montana Legislative Auditor, or other entities of the State of Montana the opportunity to conduct periodic announced or unannounced program reviews and/or contract audits.

## **25. PROGRAM STAFFING**

To promote public safety and offender accountability, staffing must be adequate to meet safety and program needs and shall be established in agreement with State. Contractor shall ensure that all staff providing services under the Contract comply with the State of Montana prevailing ethical and professional standards and statutes and the State's rules, policies, procedures, and regulations.

**25.1 Submission of Staffing Plan.** Contractor must submit a separate staffing plan, based on the treatment modality, for each SUD treatment program located at the Facility. The staffing plan shall include a list of positions and the duties performed by each position.

Contractor shall be capable of providing sufficient, experienced personnel to meet the requirements specified in this request. The Contractor shall have adequately trained and physically able, paid, awake staff on the premises 24 hours per day, seven days per week. All other staffing levels shall be sufficient to deliver the services described in the Contract.

Contractor will employ these positions:

- a) A Program Administrator, responsible for overall management of the programs.
- b) A Treatment Supervisor, responsible for providing clinical oversight for all clinical staff for all programs.

Contractor shall make all necessary and reasonable efforts to have their full staff available to begin providing services at the time of contract finalization, or within a reasonable time period thereafter.

**25.2 Staff Recruitment and Hiring Practices.** Contractor shall be responsible for all staff recruitment and hiring processes for the Facility. Contractor shall ensure all areas of responsibility 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 positions shall be funded within the current per diem rate.

Contractor must detail a staffing pattern (Staff Assignment Schedule) that will demonstrate an adequate number of staff to ensure supervision for the custody, control, and safety of offenders in the program. The Staff Assignment Schedule shall include 24-hour supervision as well as adequate, qualified staff to provide all required services. Contractor must provide position descriptions for each position designated on the Staff Assignment Schedule.

Contractor shall submit written personnel procedures to FPB within thirty (30) days after hiring the first

employee.

Contractor shall maintain a personnel record for all staff providing services under the Contract. Contractor shall provide a copy of the personnel record to the State Contract Liaison, or designee, upon request arising from filing of grievance or allegation of misconduct. Additionally, Contractor shall provide a copy of the personnel record to State upon request for contract compliance monitoring purposes.

**25.3 Staff Selection.** Contractor's ability to select, hire, train, and manage excellent employees is essential to program success. Contractor shall be responsible to hire and to retain an adequate number of fully qualified and certified staff at all times, and to ensure that the program is never disrupted or compromised due to employees' absences from work or because of vacant positions.

All program staff shall be selected on the basis of meeting or exceeding required education and experience; demonstrated interpersonal skills; strong support for offender treatment and change; and the ability to work in concert with the goals, methods, and requirements of the approved treatment modality.

Contractor shall notify FPB designee, of any staff vacancies or terminations.

**25.4 Licensure, Certification, and Educational Requirements.** Contractor shall pay for all costs associated with required local, state, and federal licenses, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained on-site, and a copy submitted to the State Contract Liaison or designee.

All professional staff requiring licensing and providing services for the program must be certified, or eligible for certification, through the Montana Department of Labor and Industry. Permanent program employment shall be contingent on counselors being certified within the first 24 months of employment.

The Program Administrator or equivalent position must possess, at minimum, a bachelor's degree in a helping profession with coursework related to corrections, forensic science, and/or law and three (3) years of related work experience.

The Treatment Supervisor and any supervising counselors must be licensed or certified at the time of employment. In addition, the Treatment Supervisor must be appropriately qualified to provide clinical oversight to other clinical staff; a master's level therapist is preferred.

Certification is not required for the case management staff; however, all Case Managers must have a bachelor's degree in a relevant field including social work, sociology, psychology, etc. and, if facilitating offender groups, must have training in group facilitation and any certifications necessary for specific program curricula.

**25.5 Staff Training.** Prior to delivering services, all program staff must be cross trained on the design of the approved treatment modality and behavior management system, including the goals, objectives, methods, materials, and procedures to be implemented. All staff will be trained in the areas of cognitive restructuring and interpersonal skills training models, PREA, Mental Health First Aid, Trauma, Motivational Interviewing, and Risk Assessments. The amount of training and the information provided may vary by staff position. Contractor shall address its strategy for obtaining the following type of training:

- a) Cognitive restructuring curriculum that focus on behavioral change and cognitive models that target criminogenic thinking;
- b) Gender-responsive and culture-specific training, with particular emphasis on Native American culture;

- c) Training to help staff increase their comfort level with more difficult clinical issues faced when working with offenders; and
- d) PREA training provided to staff by the Contractor.

Following initial training and startup, Contractor shall maintain a Facility training plan that provides training to all staff. The plan should establish minimum training hours, topics, and trainers to be used. Clinical staff should participate and, if appropriate, assist with the training provided. The training plan shall be submitted for approval to the State Contract Liaison annually.

The intent of this program is to foster pro-social changes in offenders using appropriate staff modeling, effective treatment curriculum and instruction, and a supportive treatment environment. Persons employed by Contractor to provide these specialized services, therefore, should not exhibit unhealthy or addictive behaviors that may by observation, confound, or otherwise negatively impact the effectiveness of the program.

**25.6 Conduct and Safety Requirements.** Contractor shall maintain a written personnel manual that contains the following requirements:

- a) Selection, training, and supervision of all personnel;
- b) Maintaining a current job description for each position;
- c) Maintaining a process for governing volunteer activities and establishing appropriate training requirements;
- d) Assuring annual performance reviews for all staff;
- e) Actions to be taken if staff members misuse alcohol or other drugs; and
- f) Assuring staff orientation, prior to assumption of duties, that includes, but is not limited to:
  - 1) Defining staff ethical standards and conduct, including reporting of unprofessional conduct to appropriate authorities, including licensing/certification boards;
  - 2) Staff grievance procedures;
  - 3) Facility disaster/evacuation plans;
  - 4) Review of the policy and procedure manual;
  - 5) Review of any required State policies, procedures, and operational requirements; and
  - 6) Review of offender rights.

In addition to the required manual components, Contractor shall ensure that all staff adhere to and are provided with a copy of these standards of conduct and safety requirements:

- a) Staff will not display favoritism to, or preferential treatment of, one offender or group of offenders, over another.
- b) Staff will not interact with any offender, except in a relationship that supports services under the Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or an offender's family or close associate, no matter how trivial the gift or service may seem. Contractor shall report to the State any violations, or attempted violation, of these restrictions. In addition, no staff member shall give any gifts, favors, or services to offenders, their family, or close associates.
- c) Staff will not enter into any business relationship with offenders, or their families.
- d) Staff will not engage in any conduct which is criminal in nature, or which would bring discredit upon the Contractor or the State. In providing services pursuant to the Contract, the Contractor shall ensure its employees avoid both misconduct and the appearance of misconduct.

A documented receipt of such notification shall be maintained in the employee's personnel file.

Contractor shall ensure any violation or attempted violation of the restrictions referred to in this section

regarding employee conduct shall be reported in writing to the State Contract Liaison, or designee, within 24 hours of the Contractor's knowledge of the incident, and the report will include proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties will subject the Contractor to appropriate action by the State, including termination the Contract.

**25.7 Staff Background Investigations.** Contractor shall conduct a criminal history background investigation of each program employee or subcontractor, including maintenance and janitorial staff, in accordance with PFB operational requirement 6.2.402 Background Checks, prior to allowing access to the Facility. Evidence of a conviction may not automatically disqualify an applicant or an employee from employment with the Facility. State will consider criminal history factors in accordance with FPB operational requirement 6.2.402 Background Checks and consider approval of employment on a case-by-case basis. Contractor will initiate background checks on current employees every five (5) years in accordance with PREA of 2003 to check for new convictions. Employees must self-report subsequent criminal charges and convictions within five (5) calendar days to their immediate supervisor. Contractor shall forward documentation of self-reports to FPB staff within five (5) business days.

No person who has been barred from a State or contracted facility shall provide services under the Contract without prior written approval from the State.

Offenders may be precluded from placement in a program where pre-existing or continuous close personal relationships exist between the offender and any staff of the Contractor. Contractor shall be responsible to advise the State of any known pre-existing close personal relationships between staff and offenders. If an employee and an offender wish to marry, either the staff member must terminate employment, or the offender must be transferred to a different facility/program.

**25.8 Citizen and Volunteer Involvement.** Contractor shall have a policy and procedure for citizen/volunteer involvement which includes a system for selection, term of service definition of tasks, responsibility, and authority. This policy and procedure shall prohibit the use of volunteers who are under the current supervision of State. State must provide written approval prior to implementation of policy and procedure for citizen/volunteer involvement. Contractor shall screen, approve, and provide orientation to the program volunteers. Volunteers in the programs will agree in writing to abide by the Facility and State policies and staff conduct requirements.

Contractor shall ensure a staff member is designated to supervise volunteer services. Definitions of responsibilities and authority of the supervisor shall be in writing. The designated staff member who will supervise volunteer services will maintain records and reports pertinent to services rendered by volunteers. Contractor shall include, in their written policy and procedures, guidelines under which the services of a volunteer or volunteer organization shall be curtailed, postponed, or discontinued for cause.

**25.9 Work Stoppages.** Contractor shall develop and maintain written plans providing for the continued operation of the program in the event of an employee work stoppage.

## **26. SUBCONTRACTORS**

Subcontractors may be used to furnish services required by this Contract. Identified subcontractors shall have the staff and resources within their own capabilities to provide specified services. Contractor may use volunteers or other community resources to provide recreation, education, and religious services to offenders. Services of subcontractors and volunteers shall not be authorized without the prior written approval of designated State staff.

Contractor shall not dismiss the services of a subcontractor until prior written notice to designated State staff has been given along with Contractor plan to ensure continuation of services without interruption via Contractor staff or a substitute subcontractor. In either event, Contractor shall provide relevant documentation as to qualifications to ensure the replacement service provider complies with State requirements. No replacement services shall commence until Contractor receives the State's written approval to proceed.

Contractor shall not employ or enter into any subcontract with any individual, to provide direct treatment services at the program site under the Contract, who is under supervision or jurisdiction of any parole, probation or other State authority.

## **27. QUALITY ASSURANCE AND PROGRAM EVALUATION**

Contractor agrees there shall be a quality assurance structure in place for the program.

**27.1 Internal Quality Assurance.** Contractor shall develop and implement a written internal quality assurance plan that ensures the use of a continuous quality improvement process. Contractor shall be responsible for all costs incurred as a result of implementing the quality assurance plan. The State may request a semi-annual or annual report on the Contractor's compliance with the quality assurance plan.

Contractor's quality assurance plan must include, but is not limited to:

- a) Regular offender case file review to determine accuracy, completeness, and compliance with policy and procedure;
- b) Regular observation of staff delivering services, with feedback provided;
- c) A mechanism for providing offenders with feedback on their program performance; and
- d) A mechanism for collecting feedback from offenders on the overall program (i.e. exit interviews or surveys).

Contractor shall provide a thorough description of the quality assurance structure and any associated policy or procedure as part of this Contract.

**27.2 State Contract Monitoring.** The State will perform monitoring, not less than once per year during the term of the Contract to ensure contract compliance and review the effectiveness and delivery of treatment services.

- a) State will conduct an initial on-site visit during the first thirty (30) days of program start-up. State's representative will observe and assess the Contractor's understanding of the tasks required for the overall successful functioning of the program. This program site visit will include confirmation that technical instructions have been provided to new staff and face-to-face meetings with the Contractor's contract supervisor and staff to ensure that contract requirements, monthly reporting, invoicing, and program data management are properly implemented.
- b) Contractor is expected to participate in contract monitoring and program evaluation reviews by State and assist with data collection as requested by State.
- c) State is authorized to make on-site contract compliance monitoring visits at any time, with or without advance notice.

**27.2.1 State Contract Monitoring Methodologies, Tools, Reports, Corrective Action Plans Follow-Up.** The State may utilize any or all of the following monitoring methodologies in monitoring the Contractor's performance under the Contract and in determining compliance with Contract terms and conditions:

- a) Site visits (announced or unannounced);

- b) Review of clinical charts to ensure delivery of required services;
- c) Desk reviews of records related to service delivery (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a random or statistical sampling;
- d) Interviews and/or surveys with Contractor, or State staff, and offenders;
- e) Review of grievances filed by the offender regarding Contractor's service delivery; and
- f) Review of monitoring, audits, investigations, evaluations, or other actions by external agencies (e.g. American Correctional Association, etc.); and
- g) Compliance Audits of all components of the Contractor's operation, including but not limited to: Fiscal; Compliance with Federal/State Laws/Regulations; Offender File Management; Medical, Emergency Planning; Facility maintenance, Programmatic (CPC), PREA, etc.

A Contract Monitoring structure will be developed by State in accordance with the requirements in the Contract. The monitoring structure will be utilized to evaluate Contractor performance.

State may provide a written monitoring report to the Contractor following the contract monitoring visits.

When issues of non-compliance are identified by State, a written Corrective Action Plan (CAP) will be required. State will coordinate with the Contractor to develop the CAP within 30 days of a monitoring report, depending on the seriousness of the non-compliance issue. Follow-up monitoring will be conducted by State to assess level of compliance and Contractor progress at meeting full compliance. Failure to correct deficiencies, as outlined in the monitoring report, may result in a determination of breach of contract and termination of services.

### **27.2.2 State Program Evaluations, Effectiveness Measuring, Verification of Evidence**

**Based Practices.** As required by statute, State will conduct program evaluations to measure the effectiveness of the programs and compliance with evidence-based practices.

Program evaluations will measure adherence to the principles of effective intervention:

- a) Intensity of services and method of service delivery;
- b) Depth of educational information presented;
- c) Implementation of behavioral strategies by qualified staff;
- d) Targeting of criminogenic needs;
- e) Responsivity;
- f) Development of pro-social peer relationships;
- g) Victim awareness;
- h) Relapse prevention; and
- i) Improvements in self-efficacy.

Program evaluation may encompass these program components:

- a) Program Leadership and Development;
- b) Staff Characteristics;
- c) Offender Assessment;
- d) Treatment Characteristics; and
- e) Quality Assurance.

State will provide Contractor with program evaluation reports containing guidance for improving overall program effectiveness. Contractor shall make reasonable efforts to implement the guidance found by State to

be necessary for improvement of overall program effectiveness based on State program evaluation reports. Should the State find that Contractor does not make reasonable efforts to improve the program's overall effectiveness the State may withhold funds per Section 31.2, entitled Withholding of Payment, of this Contract.

## **28. PERFORMANCE AND OUTCOME MEASURES**

Contractors will be held accountable for the achievement of certain performance measures in successfully delivering services. The State has developed the following performance measures which shall be used to measure performance and delivery of services.

Listed below are the key performance outcomes, measures, and standards deemed necessary to the success of each program. Contractor shall ensure the stated performance outcomes, measures, and standards are met.

### **28.1 Performance Measure #1 -Evidence-Based Programming.**

**28.1.1 Outcome:** Contractor shall deliver effective programming that aligns with evidence-based practices known to reduce offender recidivism.

**28.1.2 Measure:** Review the total score of the comprehensive program evaluation conducted by the State. (Section 27.2.2 of this Contract).

**28.1.3 Standard:** After the initial program evaluation, Contractor shall meet or exceed the score on the previous program evaluation.

### **28.2 Performance Measure #2 - Reduction in Substance Use.**

**28.2.1 Outcome:** Contractors shall ensure offenders remain drug-free from non-prescribed medication, illicit drugs, recreational and medical marijuana, and alcohol while enrolled in residential substance abuse treatment programming evidenced by negative drug and alcohol screens/tests and/or laboratory confirmations.

**28.2.2 Measure:** Review of monthly report of Alcohol/Drug screening and Testing Results.

**28.2.3 Standard:** Achievement of outcome must meet or exceed 85%, excluding substance tests conducted upon offender intake, on a quarterly basis. The quarterly timeframes are July 1<sup>st</sup> through September 30<sup>th</sup>, October 1<sup>st</sup> through December 31<sup>st</sup>, January 1<sup>st</sup> through March 31<sup>st</sup>. and April 1<sup>st</sup> through June 30<sup>th</sup>.

### **28.3 Performance Measure #3 - Offender Treatment Plans.**

**28.3.1 Outcome:** Contractor shall develop treatment plans that are assessment-driven and individually tailored for all offenders within fourteen (14) calendar days of the offender's arrival at the Facility (Definitions Section 3 and Treatment/Programming Planning Section 4.8.7.1 of this Contract).

**28.3.2 Measure:** Twice annual review of treatment plans for 10% of offenders currently in each program.

**28.3.3 Standard:** At each review, 75% of those treatment plans reviewed meet the requirements set forth in the Definitions Section 3 and treatment/Programming Planning Section 4.8.7.1 of this Contract.

## **28.4 Performance Measure #4 - Clinical Staffing.**

**28.4.1 Outcome:** Contractor shall consistently maintain one full-time or interim qualified licensed addiction counselor or higher-level licensure for every 15 State funded residential substance use beds assigned.

**28.4.2 Measure:** Quarterly review of the required written notifications of any counselor resignations or terminations within two (2) calendar days of the received resignation or termination, and any staffing report requested.

**28.4.3 Standard:** Within 30 business days of becoming vacant, 100% of all vacant required counselor positions must be filled with permanent or interim qualified staff.

**28.5 Performance Measurement - General.** The standard for each performance measure must be met for the amount of time specified. Contractor shall advise the State in writing of any extenuating or mitigating circumstances that will prohibit it from meeting the above-outlined performance measure standards.

**28.6 Outcome Data.** Contractor shall be responsible for tracking and reporting on the following outcome data at intervals designated by State:

- a) Number of referrals;
- b) Number of offenders denied due to program exclusionary criteria;
- c) Number of offenders served in the Facility;
- d) Offender demographics;
- e) Average number of treatment contact hours;
- f) Average length of stay for program completers and non-completers;
- g) Successful completion, non-completion and termination rates;
- h) Behavior Management System applications;
- i) Verification of participant changes in knowledge, skills, and attitude using a State-approved tool;
- j) Follow-up to ascertain the degree of compliance with the transfer and aftercare plan, which focuses on continuity of care, life-style changes and a reduction in addictive criminal behavior; and
- k) Recidivism. This is best accomplished with multiple indicators and weights, including revocation from or violations in aftercare placement, arrest/incarceration rates, type and severity of new offenses, and violations on community supervision.

## **29. EXCLUSIVE RIGHT**

Contractor shall comply with all applicable local, State of Montana, and federal laws and regulations, correctional standards as set forth in State policy and procedure, and policy and procedure adopted by the Facility and any court order pertaining to a program participant.

Services must be provided for each program in accordance with this Contract and any State SUD or offender programming policies and procedures referred to herein including revisions made to the policies and procedures during the term of the Contract. Should licensing or program requirements change during the term of Contract, the updated regulations and requirements will take precedence. The above laws, rules, and regulations are incorporated by reference and will be made part of the Contract.

Contractor shall coordinate with State on the process to be used by State in the event State assumes control of the program.

### **30. WARRANTIES**

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

**30.2 Warranty System Security.** Contractor shall ensure systems used during delivery of services under this Contract are adequately secure. For purposes of this Contract, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the State's use of its data and information technology or permit unauthorized access to the State's data or information technology. The State of Montana has established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, Contractor shall provide reasonable proof, through independent audit reports, that the system specified under this Agreement meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the State's data and information technology. Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

### **31. CONSIDERATION/PAYMENT**

**31.1 Payment Schedule.** In consideration of the residential DUI-related SUD Treatment and general SUD Treatment to be provided, State shall pay Contractor a daily per diem rate, per offender:

**31.1.2 Daily Offender Per Diem Rates.** State shall pay Contractor a per diem rate of ninety-nine and 00/100 Dollars (\$99.00) per offender, per day. Program capacity at the facility is seventy-eight (78) general SUD treatment program adult male beds, eighty-nine (89) felony DUI-related SUD treatment program adult male beds. For the services described herein, the FY 2023 contract maximum is two million seventeen thousand twenty-six and 00/100 Dollars (\$2,017,026.00). For FY 2024, the contract maximum is six million fifty-one thousand seventy-eight and 00/100 Dollars (\$6,051,078.00). For FY 2025, the contract maximum is six million thirty-four thousand five hundred forty-five and 00/100 Dollars.

**31.2 Withholding of Payment.** Subject to provisions of Section 44, Event of Breach – Remedies, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 5% of the total value of the subject statement of work or applicable contract.

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

**31.4 Reference to Contract.** The Contract number MUST appear on all invoices, packing lists,

packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to timely pay the invoice.

### **32. NON-EXCLUSIVE CONTRACT**

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

### **33. PREVAILING WAGE REQUIREMENTS**

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

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

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

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

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

**33.4 Wage Rates, Pay Schedule, and Records.** Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under § 18-2-423, MCA, for not less than three (3) years after the contractor’s, subcontractor’s, or employer’s completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Nonconstruction Services 2022. Rates can be located in Attachment A of Contact and at the following link: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>

**33.5 New Prevailing Wage Rates Applicable Upon Renegotiation.** If the initial contract provides for an extension of the contract at the same negotiated compensation rate originally agreed on, this constitutes a “renewal” that would utilize the same prevailing wage rates (base and fringe benefits) in effect at the time of the initial solicitation.

An increased or decreased compensation rate for the contractor during the agreed extension of the contract constitutes a “renegotiation” and the prevailing wage rates in effect at the time of such renegotiation would apply. In addition, the 30-month period restarts.

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

**34.1 Access to Records.** Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under Section 43, Contract Termination, without incurring liability, for Contractor’s refusal to allow access as required by this section. (§ 18-1-118, MCA.) Offender’s protected health information (PHI) shall not be made accessible to Legislative Auditor Division without a HIPAA-compliant release and if applicable a 42 CFR Part-2 compliant release signed by the offender.

**34.2 Retention Period.** Contractor shall create and retain all records supporting the services rendered for a period of eight (8) years after either the completion date of this Contract or termination of the Contract.

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

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

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

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

Contractor waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Contractor on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise

out of or in connection with this Contract.

### **37. REQUIRED INSURANCE**

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

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

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

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

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

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

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

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

**37.7 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

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

### **38. LICENSURE**

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

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

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

### **40. COMPLIANCE WITH LAWS**

**40.1 Applicable Laws.** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation

Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act, to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

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

#### **41. DISABILITY ACCOMMODATIONS**

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

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

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

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

#### **43. INTELLECTUAL PROPERTY/OWNERSHIP**

**43.1 Mutual Use.** Contractor shall make available to State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this Contract, if such availability is necessary for State to receive the benefits of this Contract. Unless

otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Contractor has developed or prepared for State under this Contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the “Work Product”.

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

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

**43.4 Copy of Work Product.** Contractor shall, at no cost to State, deliver to State, upon State’s request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of State's request, or such expiration or termination.

**43.5 Ownership of Contractor Pre-Existing Materials.** Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the “Contractor Pre-existing Materials”). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-Existing Materials, Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 42.3, Ownership of Work Product, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

#### **44. CONTRACT TERMINATION**

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

**44.2 State Termination for Convenience.** State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least 30 days before the effective date of termination. State shall pay Contractor only that amount,

or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

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

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

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

- Contractor applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets;
- Contractor files a voluntary petition in bankruptcy;
- Contractor admits in writing its inability to pay its debts as they become due;
- Contractor makes a general assignment for the benefit of creditors;
- Contractor files a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invokes or takes advantage of any insolvency law; or
- A court of competent jurisdiction enters an order, judgment or decree, on the application of a creditor, adjudicating Contractor as bankrupt or insolvent or approving a petition seeking reorganization of Contractor or a substantial part of its assets, and such order, judgment or decree continues unstayed for 30 days.

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

**44.6 Termination Due to Destruction or Condemnation.** If the facility is totally or extensively damaged by fire or other casualty so as to prevent or substantially limit Contractor's operations or is condemned for public use by a legally constituted public authority, either party may terminate the Contract with written notice [documented by certified mail] provided to the other party within 60-calendar days of the casualty or condemnation. The effective date of such termination shall be the date of the occurrence of the casualty or the

effective date of the condemnation.

**44.7 Termination Upon Notice**

State reserves the right to terminate contract at its sole discretion with a 60-calendar day notice.

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

- Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- 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 that is not terminated;
- With State 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;
- Deliver files, processing systems, data manuals, and/or documentation, in any form, to State at the time and in the manner requested by Department; and
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

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

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

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

**45. EVENT OF BREACH – REMEDIES**

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

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract;
- Beginning work under this Contract without prior State approval or breaching Section 49.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

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

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

- Terminate this Contract under Section 43.1, State Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or

- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under Section 43.3, Contractor Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

#### **46. FORCE MAJEURE**

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

#### **47. WAIVER OF BREACH**

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

#### **48. CONFORMANCE WITH CONTRACT**

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

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

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

Madisen Lindquist is State's liaison  
5 S. Last Chance Gulch  
Helena, MT 59601-4178  
(406) 444-4906  
[Madisen.Lindquist@mt.gov](mailto:Madisen.Lindquist@mt.gov)

Mike Thatcher is Contractor's liaison  
471 East Mercury Street  
Butte, MT 59701  
(406) 782-0417  
[mthatcher@ccescorp.com](mailto:mthatcher@ccescorp.com)

**49.2 Contract Manager.** State's Contract Manager identified below is State's single point of contact and shall perform all contract management under § 2-17-512, MCA, on State's behalf. Written notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract Manager.

Kristi L. Hernandez is State's Contract Manager  
 5 S. Last Chance Gulch  
 Helena, MT 59601-4178  
 (406) 444-9649  
[Kristi.Hernandez@mt.gov](mailto:Kristi.Hernandez@mt.gov)

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

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

## **50. MEETINGS**

**50.1 Technical or Contractual Problems.** Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two (2) consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

**50.2 Progress Meetings.** During the term of this Contract, State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and State's progress in the performance of their respective obligations. These progress meetings will include State's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of State to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

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

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

## **51. TRANSITION ASSISTANCE**

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

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

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 35, Defense, Indemnification/Hold Harmless.

## **53. TAX EXEMPTION**

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

## **54. PERSONAL PROPERTY TAX**

All personal property taxes will be paid by Contractor.

## **55. MISCELLANEOUS MATTERS**

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

current statutes, policies, or administrative rules as appropriate.

**56. AUTHORITY**

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

**57. SEVERABILITY**

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

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

**58.1 Contract.** This Contract consists of fifty-one (51) numbered pages, Attachment A, any additional attachments as required, Solicitation #COR-RFP-2022-0373NH, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

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

**59. WAIVER**

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

**60. PARAGRAPH HEADINGS**

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

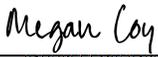
**61. EXECUTION**

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

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

**Community, Counseling, and Correctional Services**  
**471 East Mercury Street**  
**Butte, MT 59701**

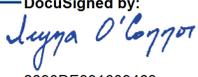
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Megan Coy, Bureau Chief (Date)  
Community Corrections Facilities  
and Programs Bureau

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Mike Thatcher, CEO (Date)

Approved as to Form:

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Nolan Harris, Contracts Officer (Date)  
Department of Administration  
State Procurement Bureau

Approved as to Legal Content:

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Iryna O'Connor, Legal Counsel (Date)  
Department of Corrections  
Legal Services Bureau

## ATTACHMENT A

### MONTANA PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2022

Effective: January 1, 2022

*Greg Gianforte, Governor*

*State of Montana*

*Laurie Esau, Commissioner*

*Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact:

Employment Relations Division  
Montana Department of Labor and Industry  
P. O. Box 8011  
Helena, MT 59620-1503  
Phone 406-444-6543

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

#### MONTANA PREVAILING WAGE REQUIREMENTS

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

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

All Montana Prevailing Wage Rates are available on the Internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or contact the department at (406) 444-6543.

LAURIE ESAU  
Commissioner  
Department of Labor and Industry  
State of Montana

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A. Date of Publication **Preliminary – Do Not Use For Bidding**

B. Definition of Nonconstruction Services Occupations

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

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;
- (d) the operation of public drinking water supply, waste collection, and waste disposal systems;
- (e) law enforcement, including janitors and prison guards;
- (f) fire protection;
- (g) public or school transportation driving;
- (h) nursing, nurse’s aid services, and medical laboratory technician services;
- (i) material and mail handling;
- (j) food service and cooking;
- (k) motor vehicle and construction equipment repair and servicing; and
- (l) appliance and office machine repair and servicing.”

#### C. Definition of Public Works Contract

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

#### D. Prevailing Wage Schedule

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at [erd.dli.mt.gov/labor-standards](http://erd.dli.mt.gov/labor-standards) or by contacting the department at (406) 444-6543.

#### E. Rates to Use for Projects

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

#### F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

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

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

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

#### G. Fringe Benefits

Section 18-2-412, MCA states:

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

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

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

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

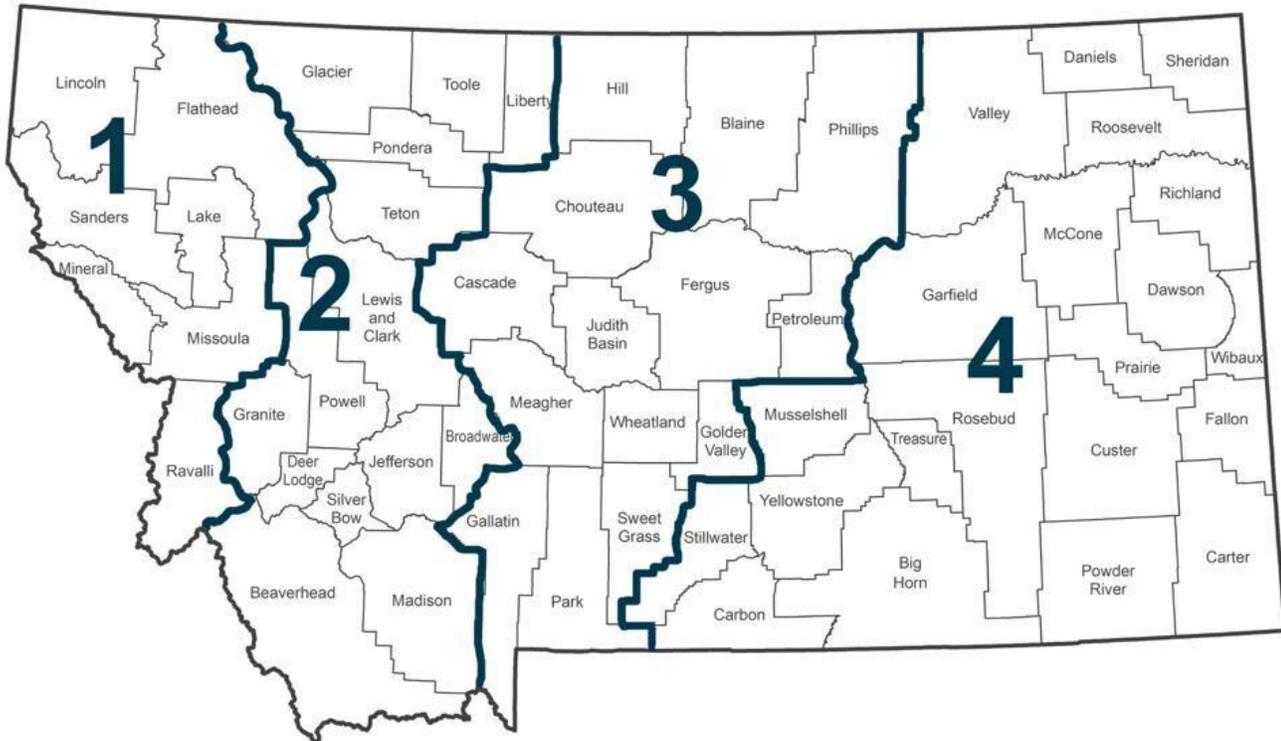
*“(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement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

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

## H. Prevailing Wage Districts

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

### Montana Prevailing Wage Districts



## I. Dispatch City

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

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

## J. Zone Pay

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

## K. Computing Travel Benefits

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

L. Per Diem

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

M. Apprentices

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

N. Posting Notice of Prevailing Wages

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

O. Employment Preference

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

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:  
<https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/nonconstruction-services-occupations>

Q. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

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

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

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

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS  
FOREST AND CONSERVATION TECHNICIANS  
FOREST AND CONSERVATION WORKERS  
FOREST EQUIPMENT OPERATORS  
LANDSCAPING AND GROUNDSKEEPING WORKERS  
MATERIAL MOVING WORKERS (ALL OTHER)  
MEDIUM TRUCK DRIVERS  
PEST CONTROL WORKERS  
PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)  
TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

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

HEAVY AND TRACTOR TRAILER TRUCK DRIVERS  
LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS  
RECYCLING AND RECLAMATION WORKERS  
REFUSE AND RECYCLABLE MATERIALS COLLECTORS  
SEPTIC TANK SERVICES AND SEWER PIPE CLEANERS  
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

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

FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS  
FOREST FIREFIGHTERS

PUBLIC OR SCHOOL TRANSPORTATION DRIVING

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

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

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

MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

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

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

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

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

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

## WAGE RATES

### MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

#### ELEVATOR REPAIRERS

	Wage	Benefit
District 1	\$57.73	\$40.98
District 2	\$57.73	\$40.98
District 3	\$57.73	\$40.98
District 4	\$57.73	\$40.98

#### Travel:

All Districts

0-15 mi. free zone

>15-25 mi. \$49.88/day

>25-35 mi. \$99.75/day

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

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#### MAINTENANCE AND REPAIR WORKERS (GENERAL)

	Wage	Benefit
District 1	\$20.91	\$8.07
District 2	\$18.71	\$7.56
District 3	\$18.51	\$8.11
District 4	\$21.67	\$6.24

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#### STATIONARY ENGINEERS AND BOILER OPERATORS

	Wage	Benefit
District 1	\$21.79	\$8.69
District 2	\$23.78	\$8.69
District 3	\$28.70	\$8.69
District 4	\$24.02	\$8.69

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### CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	\$15.10	\$3.84
District 2	\$14.21	\$4.25
District 3	\$12.44	\$4.55
District 4	\$13.96	\$4.67

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## JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$15.10	\$5.33
District 2	\$16.60	\$6.96
District 3	\$15.88	\$5.34
District 4	\$15.10	\$5.25

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## PARKING ENFORCEMENT WORKERS

No Rate Established

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## PARKING LOT ATTENDANTS

No Rate Established

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## SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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## SECURITY GUARDS

	Wage	Benefit
District 1	\$15.39	\$0.88
District 2	\$15.28	\$1.54
District 3	\$16.15	\$4.20
District 4	\$16.24	\$4.12

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## GROUPS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

### FALLERS

No Rate Established

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## FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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## FOREST AND CONSERVATION WORKERS

No Rate Established

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## FOREST EQUIPMENT OPERATORS

No Rate Established

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## LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$17.39	\$6.41
District 2	\$18.62	\$6.71
District 3	\$17.25	\$7.11
District 4	\$13.62	\$2.46

### Duties Include:

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

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## MATERIAL MOVING WORKERS (ALL OTHER)

	Wage	Benefit
District 1	\$22.85	\$ 9.93
District 2	\$22.67	\$ 9.91
District 3	\$23.88	\$10.63
District 4	\$24.03	\$10.79

### Occupations Include:

Bulldozer Operator, Freight Elevator Operator, Shovel Operator

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**MEDIUM TRUCK DRIVERS**

	Wage	Benefit
District 1	\$23.56	\$10.03
District 2	\$25.09	\$10.78
District 3	\$24.61	\$11.16
District 4	\$23.96	\$10.60

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**PEST CONTROL WORKERS**

No Rate Established

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**PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)**

	Wage	Benefit
District 1	\$18.90	\$7.84
District 2	\$15.86	\$5.42
District 3	\$14.64	\$4.98
District 4	\$15.96	\$5.67

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**TREE TRIMMERS AND PRUNERS (RIGHT AWAY)**

	Wage	Benefit
District 1	\$27.18	\$12.62
District 2	\$27.18	\$12.62
District 3	\$25.29	\$12.50
District 4	\$28.64	\$10.28

Travel

Districts 1 – 3  
No Rate Established

District 4  
0-25 mi. - free zone  
>25-50 mi. - \$20.00/day  
>50 mi. - \$70.00/day

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**OPERATION OF PUBLIC DRINKING WATER SUPPLY,  
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS  
HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS**

	Wage	Benefit
District 1	\$22.68	\$9.79
District 2	\$22.68	\$9.79
District 3	\$22.68	\$9.79
District 4	\$23.37	\$9.79

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## LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	\$18.27	\$9.44
District 2	\$19.14	\$9.21
District 3	\$20.21	\$8.64
District 4	\$16.26	\$4.13

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## RECYCLING AND RECLAMATION WORKERS

No Rate Established

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## REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	\$21.44	\$11.27
District 2	\$21.44	\$11.27
District 3	\$21.72	\$10.59
District 4	\$22.03	\$ 9.78

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## SEPTIC TANK SERVICES AND SEWER PIPE CLEANERS

No Rate Established

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## WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	\$21.91	\$10.19
District 2	\$28.09	\$ 9.66
District 3	\$23.84	\$ 9.60
District 4	\$22.73	\$ 7.10

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**LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS  
CORRECTION AND DETENTION OFFICERS**

	Wage	Benefit
District 1	\$20.53	\$ 9.82
District 2	\$21.05	\$12.65
District 3	\$19.27	\$ 7.56
District 4	\$22.27	\$11.12

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**POLICE, FIRE, AND AMBULANCE DISPATCHERS**

	Wage	Benefit
District 1	\$21.69	\$9.69
District 2	\$20.46	\$8.22
District 3	\$18.56	\$7.09
District 4	\$20.88	\$8.31

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**PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS**

	Wage	Benefit
District 1	\$17.06	\$ 9.00
District 2	\$21.74	\$12.60
District 3	\$20.20	\$ 8.02
District 4	\$19.39	\$ 8.02

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**FIRE PROTECTION**

**FIRE EXTINGUISHER REPAIRERS**

No Rate Established

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**FOREST FIREFIGHTERS**

	Wage	Benefit
District 1	\$17.67	\$0.00
District 2	\$17.67	\$0.00
District 3	\$17.67	\$0.00
District 4	\$17.67	\$0.00

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**PUBLIC OR SCHOOL TRANSPORTATION DRIVING  
BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$15.80	\$5.45
District 2	\$19.24	\$5.93
District 3	\$21.39	\$4.51
District 4	\$19.42	\$3.48

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**BUS DRIVERS (TRANSIT AND INTERCITY)**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$13.90	\$5.79
District 2	\$17.46	\$5.99
District 3	\$15.98	\$6.51
District 4	\$19.00	\$5.31

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**LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$14.96	\$6.15
District 2	\$14.96	\$6.15
District 3	\$14.92	\$6.39
District 4	\$14.92	\$6.39

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**NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES  
BREATH ALCOHOL TECHNICIANS**

No Rate Established

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**EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS**

	<b>Wage</b>	<b>Benefit</b>
District 1	\$14.44	\$4.37
District 2	\$16.08	\$5.67
District 3	\$18.82	\$5.67
District 4	\$14.82	\$1.86

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## HOME HEALTH AIDES

	Wage	Benefit
District 1	\$11.92	\$4.24
District 2	\$12.34	\$1.56
District 3	\$14.32	\$3.30
District 4	\$12.15	\$2.93

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## LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	\$24.55	\$6.76
District 2	\$22.42	\$5.93
District 3	\$24.14	\$3.88
District 4	\$23.92	\$5.32

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## MEDICAL AND CLINICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	\$25.60	\$5.86
District 2	\$27.33	\$5.73
District 3	\$29.90	\$5.48
District 4	\$23.57	\$5.48

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## MEDICAL AND CLINICAL LABORATORY TECHNOLOGIST

	Wage	Benefit
District 1	\$32.70	\$9.09
District 2	\$32.57	\$7.48
District 3	\$32.29	\$6.67
District 4	\$33.54	\$6.78

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## MEDICAL ASSISTANTS

	Wage	Benefit
District 1	\$18.20	\$5.33
District 2	\$14.36	\$4.95
District 3	\$16.17	\$4.43
District 4	\$18.03	\$7.75

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**NURSE PRACTITIONERS**

	Wage	Benefit
District 1	\$53.27	\$11.36
District 2	\$53.10	\$ 9.72
District 3	\$53.29	\$ 8.42
District 4	\$56.72	\$16.15

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**NURSING ASSISTANTS**

	Wage	Benefit
District 1	\$15.60	\$3.47
District 2	\$16.75	\$5.29
District 3	\$15.52	\$3.45
District 4	\$15.57	\$3.82

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

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**ORDERLIES**

	Wage	Benefit
District 1	\$16.37	\$4.09
District 2	\$16.37	\$4.09
District 3	\$16.37	\$4.09
District 4	\$16.37	\$4.09

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**PERSONAL CARE AIDES**

	Wage	Benefit
District 1	\$11.92	\$4.24
District 2	\$12.34	\$1.56
District 3	\$14.32	\$3.30
District 4	\$12.15	\$2.93

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**PHYSICIANS ASSISTANTS**

	Wage	Benefit
District 1	\$51.73	\$13.14
District 2	\$62.64	\$12.44
District 3	\$74.86	\$12.62
District 4	\$59.77	\$13.45

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## REGISTERED NURSES

	Wage	Benefit
District 1	\$33.51	\$8.37
District 2	\$32.86	\$7.03
District 3	\$33.13	\$6.68
District 4	\$34.70	\$8.48

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MATERIAL AND MAIL HANDLING  
FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	\$15.41	\$4.75
District 2	\$15.40	\$5.52
District 3	\$15.26	\$5.75
District 4	\$15.71	\$5.98

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FOOD SERVICE AND COOKING  
COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	\$14.87	\$4.87
District 2	\$14.25	\$4.07
District 3	\$14.18	\$4.52
District 4	\$14.79	\$4.54

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## FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	\$11.64	\$3.00
District 2	\$11.71	\$4.64
District 3	\$11.84	\$3.45
District 4	\$12.12	\$3.33

## Occupations Include:

Dietary Aides, Counter Attendants, and Dining Room Attendants.

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## MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

### AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	\$20.56	\$2.91
District 2	\$23.35	\$3.32
District 3	\$23.66	\$5.44
District 4	\$27.00	\$4.70

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### BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS

	Wage	Benefit
District 1	\$23.64	\$7.84
District 2	\$23.97	\$8.01
District 3	\$20.78	\$6.44
District 4	\$21.37	\$6.74

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### CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	\$25.64	\$10.32
District 2	\$27.17	\$ 8.08
District 3	\$25.26	\$11.13
District 4	\$24.11	\$12.36

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## APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

### APPLIANCE MECHANICS

	Wage	Benefit
District 1	\$16.03	\$1.70
District 2	\$15.90	\$1.70
District 3	\$15.00	\$1.70
District 4	\$17.18	\$1.70

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### COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

No Rate Established

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## COMPUTER USER SUPPORT SPECIALISTS

	Wage	Benefit
District 1	\$28.67	\$8.57
District 2	\$27.59	\$8.25
District 3	\$27.77	\$8.17
District 4	\$27.41	\$8.32

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