

Extending Amendment Number One
to
INTERDEPARTMENTAL
AGREEMENT FOR ADMINISTRATION BY THE DEPARTMENT OF PUBLIC
HEALTH & HUMAN SERVICES AND THE DEPARTMENT OF
CORRECTIONS OF A CORRECTIONAL INFIRMARY

RECITAL

The Parties to this Agreement are the Montana Department of Public Health And Human Services (DPHHS) and the Montana Department of Corrections (DOC).

DPHHS, acting through its Addictive & Mental Disorders Division, administers a program of inpatient nursing care services at the Montana Mental Health Nursing Care Center (MMHNCC) for persons with mental health conditions whose primary care needs are geriatric in nature. DOC administers an extensive and broad array of correctional services for criminally-convicted persons including infirmary care administered by DOC's Health Services Bureau.

Pursuant to the authority granted departmental heads in §2-15-112, MCA, the Directors of DPHHS and DOC enter into this Agreement for the purpose of establishing and maintaining the Lewistown Infirmary (Infirmary) to provide custodial and health care services in an infirmary setting for medically appropriate criminally convicted male offenders (Offenders) who are in the custody of DOC. The intended start date for initial placements into the Infirmary is December 15, 2012.

WHEREAS the INTERDEPARMENTAL AGREEMENT entered into between the parties effective July 17, 2014, will expire on June 30, 2015, and

WHEREAS it is the intent of the parties to extend the Agreement and amend certain provisions of the Agreement.

NOW THEREFORE, the Department and the Contractor agree to amend said Agreement effective July 1, 2015, between them as follows:

IX. REIMBURSEMENT

Attachment A will be new for FY2016 (July 1, 2015 thru June 30, 2016).

XI. LIAISON

The following persons are the respective liaisons for the Departments in all matters pertaining to the responsibilities set forth in this Agreement.

Dianne Scotten-Ron-Balas, the Superintendent at MMHNCC and the Superintendent of the Infirmary, is the liaison for DPHHS. She may be contacted at 406.538.7451.

Cathy Redfern, the MSP Health Services Bureau Chief is the liaison for DOC. She may be contacted at 406.846.1320 ext. 2448.

XII. TERM OF AGREEMENT

The term of this Agreement is from the date of execution to June 30, 2016. 2015. The Agreement may be extended thereafter on a fiscal year basis by the Parties.

DPHHS and DOC by mutual agreement may terminate in writing this Agreement at any time if circumstances necessitate the closure of the Infirmary.

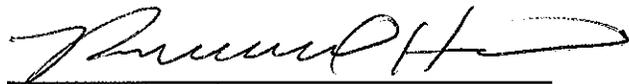
XII. MODIFICATIONS

This Agreement may be modified in writing at any time by mutual agreement of the Parties.

All other provisions contained in the Memorandum of Understanding remain unchanged.

The Department of Public Health & Human Services

The Department of Corrections



Director

DATE: 7/13/15



Director

DATE: 6/30/15

ATTACHMENT A

Proposed FY2016 rate for Lewistown Infirmary

	<u>25 Beds</u>
Personal Services	\$ 1,230,130
Operating Costs	\$ 426,808
	<u>\$ 1,656,938</u>
Rent for 11,488 Sq ft	\$ 58,914
Subtotal	\$ 1,715,852
Reduction for Cash Balance FY End 2014	\$ (278,692)
TOTAL	<u><u>\$ 1,437,160</u></u>
Cost per day for 25 Beds	\$ 157.50
Administrative fee	\$ 4.50
Per Diem Rate	<u><u>\$ 162.00</u></u>

PERSONAL SERVICES	FTE	SALARY	Benefits & Insurance	TOTAL COST
Program Manager	1	\$66,872	\$22,319	\$89,191
RN	5	\$273,750	\$108,934	\$382,684
CNA	9.5	\$299,790	\$182,111	\$481,901
Supply Clerk	1	\$30,888	\$18,424	\$49,312
Laundry Worker	0.6	\$11,856	\$13,959	\$25,815
Cook	1	\$21,497	\$16,221	\$37,718
Food Service Worker	1	\$28,205	\$17,795	\$46,000
Custodian	0.6	\$20,062	\$15,884	\$35,946
	19.7	\$752,920	\$395,647	\$1,148,567
Overtime w/benefits				\$47,500
Differential w/benefits				\$8,750
Holiday Worked w/benefits				\$25,313
TOTAL PERSONAL SERVICES				\$1,230,130
Salaries & Benefits are projected at current employees' pay rates with increase of \$.50 in January 2016				
<u>OPERATING EXPENSES</u>				
<u>62100 Other Services</u>				
Contracted Nurses & CNAs	\$	25,000		
Physician	\$	19,508		
Janitorial	\$	1,200		
Transcription	\$	500		
Pharmacy Administration	\$	68,000		
<i>Total Other Services</i>		\$	114,208	
<u>62200 Supplies and Materials</u>				
Recreational	\$	1,200		
Food & Dairy	\$	130,000		
Nursing Supplies	\$	61,000		
Maint Supplies	\$	25,000		
Office Supplies	\$	5,200		
Laundry Supplies	\$	8,500		
Kitchen Supplies	\$	3,200		
Paper Supplies	\$	20,000		
Janitorial supplies	\$	4,500		
<i>Total Supplies and Materials</i>		\$	258,600	
<u>62300 Communications</u>		\$	1,600	
<u>62400 Travel</u>		\$	2,000	
<u>62700 Repairs and Maintenance</u>		\$	45,000	

62800 Other Expenses

Education/Training	\$	600	
Entertainment	\$	3,800	
Job Candidate Expense	\$	1,000	
<i>Total Other Expenses</i>			\$ <u>5,400</u>
TOTAL OPERATING EXPENSES			\$ <u>426,808</u>

Rent Expenses / 11,488 Sq Ft

Utilities - One Wing	\$	32,541
Property Tax	\$	622
Snow Removal -contracted	\$	1,250
Maintenance Worker .5 FTE	\$	<u>24,501</u>
Total Cost	\$	<u>58,914</u>

**INTERDEPARTMENTAL
AGREEMENT FOR ADMINISTRATION BY THE DEPARTMENT OF PUBLIC
HEALTH & HUMAN SERVICES AND THE DEPARTMENT OF
CORRECTIONS OF A CORRECTIONAL INFIRMARY**

RECITAL

The Parties to this Agreement are the Montana Department of Public Health And Human Services (DPHHS) and the Montana Department of Corrections (DOC).

DPHHS, acting through its Addictive & Mental Disorders Division, administers a program of inpatient nursing care services at the Montana Mental Health Nursing Care Center (MMHNCC) for persons with mental health conditions whose primary care needs are geriatric in nature. DOC administers an extensive and broad array of correctional services for criminally-convicted persons including infirmary care administered by DOC's Health Services Bureau.

Pursuant to the authority granted departmental heads in §2-15-112, MCA, the Directors of DPHHS and DOC enter into this Agreement for the purpose of establishing and maintaining the Lewistown Infirmary (Infirmary) to provide custodial and health care services in an infirmary setting for medically appropriate criminally convicted male offenders (Offenders) who are in the custody of DOC. The intended start date for initial placements into the Infirmary is December 15, 2012.

The provisions of this Agreement address the conditions, cooperative arrangements, and financial arrangements under which the Infirmary will be established and maintained.

DEFINITIONS:

Superintendent: refers to the manager of the MMHNCC and used interchangeably with "Infirmary Superintendent".

Lewistown Infirmary Supervisor: MMHNCC program manager of the infirmary.

Lewistown Infirmary Security Supervisor: MSP security manager of the infirmary.

MSP Health Services Bureau Chief: Manager of MSP medical/mental health services and primary liaison to MMHNCC Lewistown Infirmary.

MSP Associate Warden of Security: Manager of MSP security operations and security oversight of MSP Command Post and Lewistown Infirmary.

TERMS OF AGREEMENT

DPHHS and DOC agree to jointly administer the Infirmary as follows:

I. STATUS OF SERVICE SETTING

The Infirmary will provide nursing and medical care for medically appropriate Offenders in a secure environment.

The Infirmary will be licensed by the State under 50-5-201, MCA as an infirmary type of health care facility. An infirmary is defined in 50-5-101, MCA as a facility "...located in a university, college, government institution, or industry for the treatment of the sick or injured...". By rule at ARM 37.106.640 the minimum standards for an infirmary include the provision of skilled nursing services and licensed physician care. As an infirmary providing residential inpatient care the Infirmary will be designated for licensing purposes as an "infirmary – A".

While MMHNCC and the Infirmary will share the building and adjacent parking area, the Infirmary will be physically isolated from the current service setting of MMHNCC via secure walls and doors. Physical access to the Infirmary is to be secure. MMHNCC and the Infirmary are to be clearly distinguished by public signage and other means. Visitation with DOC offenders in the Infirmary will be restricted in accordance with DOC policy 3.3.8, offender visiting and will be carefully monitored.

Direct care staff will not be shared between MMHNCC and the Infirmary. The administrative staff for MMHNCC will have duties and responsibilities for the administration of the Infirmary.

II. NUMBER OF BEDS

DOC has agreed to fund on an ongoing basis at the Infirmary 25 beds for male offenders. The parties may mutually agree to adjust the number of beds as appropriate and necessary.

III. INITIAL PLACEMENT AND CONTINUING SUITABILITY OF OFFENDERS

To be considered for placement at the Infirmary, an Offender must, because of illness, injury, or a medical/psychiatric condition, require nursing care and assistance with everyday tasks such as bathing, personal hygiene, taking medications, etc. Illnesses, injury, and medical conditions include but are not limited to cardiac conditions, diabetes,

multiple sclerosis, Parkinson's disease, amputation, spino-cerebral degeneration, severe COPD, dementia, cancer, degenerative joint disease, hepatitis C, Crohn's disease, rheumatoid arthritis, psychiatric disorders, and disabilities of hearing and vision. Offenders meeting these criteria will be identified and screened by the MSP Infirmery Special Needs Committee, consisting of physicians, nursing and other medical staff.

The Lewistown Infirmery Supervisor and Security Supervisor should be provided with all information on the offender prior to placement at the facility. Whenever possible, the Lewistown staff and MSP staff should consult about the offender's placement and discuss offender management.

The Infirmery may accept an offender who meets the medical or psychiatric criteria listed in b. except for an Offender:

1. under sentence of death; or
2. who has had a major disciplinary violation within the last 180 days before consideration for placement.

If after placement at the Infirmery, there is a question about the continuing suitability of an offender for the Infirmery, the Lewistown Infirmery Supervisor and Security Supervisor will make a determination and forward the recommendation for placement to the MSP Associate Warden of Security and MSP Health Services Bureau Chief. The Administrative Review Panel will convene (if non-emergent) and make the final decision. In emergent situations, the Warden, Montana State Prison, will make the final decision. The MMHNCC Superintendent will be kept advised of the decision making process.

IV. ADMINISTRATION OF CARE

DOC will prior to placement in the Infirmery provide to DPHHS all medical, psychological, and case file records for each Offender who is being transferred to the Infirmery. In addition, DOC will prepare for each Offender a care plan for the orientation and reference of staff at the Infirmery. The care plan must include reference to all necessary daily interventions and treatments necessary for the maintenance of the person's well-being and health, inclusive of necessary therapies, procedures, specialized equipment, and prescriptions. The author of the plan will sign and date the plan and will be available for consultation.

DOC is financially responsible for the cost of the health care services provided to an Offender that are not available as a health care service through the Infirmery including but not limited to noncontract physicians and other health care professional services, dental services, hospitalization, therapies, and medical testing.

MMHNCC will be required to follow the DOC process for obtaining healthcare for off-site services. Pre-authorization requests will be submitted through the DOC Managed Care RN unless the condition is considered emergent. The DOC Managed Care RN, MSP Health Services Bureau Chief, and MSP Command Post must be notified of any off-site emergency care including hospitalization within 24 hours.

Any death must be reported immediately to the proper officials as specified in DOC Policy 4.5.34, Inmate Death.

DOC is responsible for the arrangements inclusive of ambulance and other transportation to off-site locations necessary to obtain for an Offender, health care services not available as a health care service through the Infirmary. However, in exigent circumstances the Infirmary Superintendent may without prior approval of DOC arrange for necessary medical treatment and ambulance services for resident Offenders.

Pharmacy services for the resident Offenders of the Infirmary will be provided through the MMHNCC contract with the Central Montana Medical Center. The administrative costs for the pharmacy services will be incorporated into the per diem rate calculated in accordance with Section X. The costs of all drugs provided by DPHHS to the resident Offenders will be billed to DOC.

Professional staff employed or retained by DOC, inclusive of physicians, psychiatrists and psychologists will be available to consult with DPHHS professional staff on an individual case by case basis when DOC professional staff have specialized knowledge of an Offender's care.

V. SECURITY AND SAFETY

DOC will employ 24 hour seven day a week on-site security staff for the Infirmary. Staff will include a security supervisor and eight (8) Correctional officers employed by DOC. The DOC staff is responsible for providing adequate safety and security for Offenders, staff, and the public. The security supervisor supervises the Correctional officers and oversees generally the security and safety measures for the Offenders and Infirmary. The MSP Security Supervisor reports directly to the on-duty Shift Commander at Montana State Prison. One specific Shift Commander will be designated as the primary contact for non-emergent issues and daily security operations.

VI. STATUS OF STAFF / SUPERVISORY AUTHORITY

The Superintendent of the Infirmary will be the DPHHS MMNHCC Superintendent. The Infirmary Superintendent is responsible for the supervision of DPHHS employees. DPHHS will employ a program manager for the Infirmary to assist the Superintendent in the management of the delivery of care and the supervision of the employees. DPHHS will also employ registered nurses and nursing aides for delivery of direct care in the Infirmary.

The administration of the Infirmary, though sharing a superintendent and other administrative staff with the MMHNCC, is to be distinguished through separate duties and responsibilities set forth in policies, position descriptions, time allocation and other administrative features.

The direct care staff and immediate supervisory staff for the Infirmary are specifically hired for the Infirmary. DPHHS is to employ all administrative and direct care staff responsible for the day to day delivery of care services to the Offenders who are placed into the Infirmary. DPHHS will directly supervise those employees and will be responsible for training, corrective action, and other aspects of their employment.

The FTE for the Correctional staff described in Paragraph IV are assigned to DOC and DOC and the MSP Shift Commanders will directly supervise, train and otherwise be responsible for them.

State staff providing facility services to the MMHNCC, inclusive of food service, laundry, and janitorial service, may provide those services in relation to the Infirmary subject to their conducting those Infirmary related responsibilities and duties in accord with the security protocols and measures applicable to the Infirmary operation.

The Montana State Prison Shift Commanders, Associate Warden of Security, and MSP Infirmary Security Supervisor, in conjunction with the MSP Health Services Bureau Chief will recommend measures to DPHHS to assure that direct care staff at the Infirmary carry out their duties and responsibilities in a secure and safe manner in relation to the Offenders.

VII. CUSTODIAL OBLIGATIONS

DOC is responsible for the custody, transportation and other arrangements, and costs for the movement of Offenders to and from the Infirmary whether for placement, for access to needed services, or for movement to other custodial settings. DOC will provide secure transportation and security for offender trips outside the Infirmary to such events including but not limited to outside medical appointments and court appearances. When an Offender is hospitalized, DOC will provide for the necessary security.

- a. MMHNCC will provide an ADA compatible van for transport use.
- b. MSP Infirmary Supervisor will be responsible for an inventory of restraints as required for transport.
- c. Infirmary medical staff will accompany Correctional staff during the transport.
- d. In the event of lack of MSP Correctional staff for security purposes outside the Infirmary, arrangements will be made with the Fergus County Sheriff's Department, or Lewistown Police Department, or Nexus Treatment Facility, or the Lewistown Parole and Probation Department for security coverage at the local hospital.

DOC will provide transition services including parole and probation services for Offenders discharged from the Infirmary.

VIII. FACILITY AND CUSTODIAL MANAGEMENT

DPHHS is responsible for the delivery of nursing and other related services determined by DPHHS to be appropriate to the needs of the Offenders under the custody of DOC who are placed into the Infirmary.

DOC/MSP retains the legal and custodial responsibility for those Offenders who are placed into the Infirmary. DOC/MSP will have access to the Infirmary at all times. MMHNCC will make available the necessary access to facility health and other records, financial records, staff and inmates to enable the DOC/MSP to conduct periodic program reviews and/or audits of the facility and its programs for the purpose of compliance monitoring.

If either DPHHS or DOC determines there is need for further measures to provide for appropriate custodial security, they agree that they will consult on the matter to determine which measures may be necessary, whether those measures are appropriate to the mission of the Infirmary, whether they are feasible, whether DPHHS or DOC will be responsible for the costs of those measures, and whether DPHHS or DOC will be responsible for the implementation of those measures.

If any exigent circumstances arise with respect to offender security issues, MSP corrections staff will promptly take whatever actions are necessary to provide for the security of the Infirmary and the safety of the other Offenders, staff, and the public. Infirmary staff will immediately notify MSP Security of any such exigent circumstances. DOC/MSP will be primarily responsible for the resolution of any exigent circumstance which is not immediately resolved.

If DPHHS/MMHNCC determines an Offender presents an emergent risk to the safety or security of the Infirmary, staff, or other Offenders, DPHHS/MMHNCC will give MSP Correctional Officers notice of the emergent need. DOC/MSP will remove the person promptly or take other appropriate actions to resolve the risk.

IX. REIMBURSEMENT

DOC will compensate DPHHS for the operation and delivery of services at the Infirmary through payment of a per diem rate calculated by DPHHS times the number of agreed upon beds. The per diem rate will be billed on a quarterly basis. The per diem rate is denoted in Attachment A.

Before the end of the fiscal year DPHHS will calculate a proposed per diem rate for the ensuing fiscal year. The proposed per diem rate will be based on the projected costs for the contract year and adjustments for any planned or known cost differences for the ensuing year, less the residual fund balance for the state fiscal year for which the accounting records have been closed. DPHHS will provide the proposed per diem to DOC for its review. If the per diem rate as proposed is not acceptable to DOC, DPHHS and DOC will negotiate a final per diem rate.

In addition to the per diem rate, the costs of all drugs provided by DPHHS to the resident Offenders will be billed to DOC.

X. POLICIES

Offenders in the Infirmary will be subject to appropriate DPHHS/MMHNCC and DOC/MSP policies including but not limited to:

- DOC 1.3.14 Prison Rape Elimination Act
- DOC 3.3.3 Offender Grievance Program
- DOC 3.4.1 Offender Disciplinary System
- DOC 3.3.5 Offender/Staff Communication Methods
- DOC 3.3.6 Offender Mail
- MSP 3.4.3 Tobacco Use Regulations
- DOC 4.1.3 Offender Personal Property
- DOC 4.1.4 Indigent Status
- DOC 4.5.34 Offender Death

XI. LIAISON

The following persons are the respective liaisons for the Departments in all matters pertaining to the responsibilities set forth in this Agreement.

Ron Balas, the Superintendent at MMHNCC and the Superintendent of the Infirmary, is the liaison for DPHHS. He may be contacted at 406.538.7451.

Cathy Redfern, the MSP Health Services Bureau Chief is the liaison for DOC. She may be contacted at 406.846.1320 ext. 2448.

XII. TERM OF AGREEMENT

The term of this Agreement is from the date of execution to June 30, 2015. The Agreement may be extended thereafter on a fiscal year basis by the Parties.

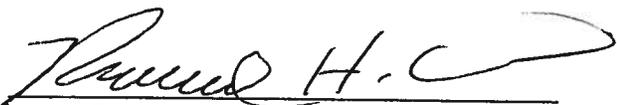
DPHHS and DOC by mutual agreement may terminate in writing this Agreement at any time if circumstances necessitate the closure of the Infirmary.

XIII. MODIFICATIONS

This Agreement may be modified in writing at any time by mutual agreement of the Parties.

The Department of Public Health & Human Services

The Department of Corrections



Director

Director

DATE: 7/15/14

DATE: 7/17/14

Proposed FY2015 rate for Lewistown Infirmary

	<u>25 Beds</u>
Personal Services	\$ 1,068,233
Operating Costs	\$ 386,121
DPHHS Indirect Costs	<u>\$ 43,933</u>
	\$ 1,498,287
Rent for 11,488 Sq ft	<u>\$ 58,526</u>
Subtotal	\$ 1,556,813
Reduction for Cash Balance FY End 2013	<u>\$ (161,899)</u>
TOTAL	<u><u>\$ 1,394,914</u></u>
Cost per day for 25 Beds	\$ 152.87
Administrative fee	<u>\$ 4.50</u>
Per Diem Rate	<u><u>\$ 157.37</u></u>

<u>PERSONAL SERVICES</u>	<u>FTE</u>	<u>SALARY</u>	<u>Benefits & Insurance</u>	<u>TOTAL COST</u>
Program Manager	1.0	\$ 66,552	\$ 26,130	\$ 92,682
RN	4.8	\$ 277,538	\$ 107,241	\$ 384,779
CNA	8.2	\$ 243,125	\$ 139,590	\$ 382,715
Supply Clerk	1.0	\$ 29,568	\$ 17,177	\$ 46,745
Laundry Worker	0.6	\$ 12,177	\$ 13,079	\$ 25,256
Cook	1.0	\$ 26,968	\$ 16,628	\$ 43,596
Custodian	<u>0.6</u>	<u>\$ 19,802</u>	<u>\$ 14,908</u>	<u>\$ 34,710</u>
	17.2	\$ 675,730	\$ 334,753	\$ 1,010,483
Overtime w/benefits				\$ 31,250
Differential w/benefits				\$ 10,000
Holiday Worked w/benefits				\$ 16,500
TOTAL PERSONAL SERVICES				\$ 1,068,233

Salaries & Benefits are projected at current employees' pay rates with FY2015 increase of 3%

OPERATING EXPENSES

62100 Other Services

Contracted Nurses & CNAs	\$ 54,214	
Physician	\$ 19,508	
Janitorial	\$ 1,000	
Transcription	\$ 896	
Pharmacy Administration	\$ 61,953	
<i>Total Other Services</i>		\$ 137,571

62200 Supplies and Materials

Recreational	\$ 1,259	
Food & Dairy	\$ 121,860	
Nursing Supplies	\$ 29,034	
Maint Supplies	\$ 31,410	
Office Supplies	\$ 4,207	
Laundry Supplies	\$ 3,920	
Kitchen Supplies	\$ 3,922	
Paper Supplies	\$ 7,348	
Janitorial supplies	\$ 3,124	
<i>Total Supplies and Materials</i>		\$ 206,084

62300 Communications \$ 1,644

62400 Travel \$ 1,134

62700 Repairs and Maintenance		\$	33,700	
62800 Other Expenses				
Education/Training	\$		492	
Entertainment	\$		3,104	
Job Candidate Expense	\$		2,392	
<i>Total Other Expenses</i>		\$	<u>5,988</u>	
TOTAL OPERATING EXPENSES				\$ <u><u>386,121</u></u>

<u>Rent Expenses / 11,488 Sq Ft</u>				
Utilities - One Wing		\$		32,897
Property Tax		\$		528
Snow Removal -contracted		\$		1,250
Maintenance Worker .5 FTE		\$		<u>23,851</u>
Total Cost		\$		<u><u>58,526</u></u>