

CONTRACT AMENDMENT NO. 2
REIMBURSEMENT & REPORTING REQUIREMENTS FOR STD PROGRAM
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
CONTRACT NO. COR-RGINTGV-2022-0441-CSD

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 Department of Public Health and Human Services (DPHHS), (Contractor), whose address and phone number are 1400 E. Broadway, Helena, MT 59601, (406) 444-2678.

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

- 1) In accordance with Section 2, of the above-referenced Contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period December 1, 2023, through November 30, 2024, per the terms, conditions, and prices agreed upon. This is the 2nd renewal, 3rd year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 3, of the above-referenced Contract, entitled Duties/Responsibilities of Parties, parties mutually agree to change the rates specified below.

As of the date of execution of the MOU, the Centers for Disease Detection (CDD) lab in San Antonio, Texas, is offering a combo test (CT/GC) ~~for \$9.05 \$9.96, additional for extra genital for \$17.05, and CDD-syphilis test for \$5.99 \$6.60,~~ and provides an electronic interface allowing for immediate test results, inventory control, the ability to document clients meeting testing criteria and access to data/reports. Using CDD is beneficial to the STD program due to the universal electronic interface which will provide necessary data directly to the STD Program for CDC-reporting purposes.

DPHHS has not mandated the use of Centers for Disease Detection (CDD) laboratory; however, the DPHHS will only reimburse the Corrections \$100.00 per year for chlamydia, gonorrhea, and syphilis testing and treatment. Testing will be reimbursed at the CDD rate of ~~\$9.05 for CT/GC and \$5.99 for syphilis.~~ For testing and reimbursement, Corrections must submit the Formstack invoice electronically and keep all supporting documentation on file for audit purposes.

5% increase to go into effect January 1, 2024.

Test	2024
<u>Syphilis Cascade</u>	<u>\$6.93</u>
<u>RPR w/RFX TPPA</u>	<u>\$6.93</u>
<u>CT/GC Rectal</u>	<u>\$17.90</u>
<u>CT/GC Throat</u>	<u>\$17.90</u>
<u>CT/GC by Thin Prep</u>	<u>\$10.46</u>
<u>CT/GC Urine</u>	<u>\$10.46</u>
<u>CT/GC Vaginal</u>	<u>\$10.46</u>

Except as modified above, all other terms and conditions of Contract No. COR-RGINTGV-2022-0441-CSD, including amendment #1, remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59620

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DPHHS)
1400 E. Broadway
Helena, MT 59601

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Cynthia McGillis-Hiner 1/29/2024
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Cynthia McGillis-Hiner, Bureau Chief (Date)
Health Services Bureau

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Todd Harwell 1/18/2024
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Todd Harwell, Administrator (Date)
Public Health and Safety Division

Approved as to Form:

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Ashley Salmon 1/18/2024
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Ashley Salmon, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content:

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Iryna O'Connor 1/18/2024
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Iryna O'Connor, Legal Counsel (Date)
Legal Services Bureau

MOU AMENDMENT NO. 1
REIMBURSEMENT & REPORTING REQUIREMENTS FOR STD PROGRAM
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
MOU NO. COR-RGINTGV-2022-0441-CSD

This MOU AMENDMENT No. 1 amends the above-referenced MOU 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 **Department of Public Health and Human Services** (DPHHS), whose address and phone number are 1400 E. Broadway, Helena, MT 59601, (406) 444-2678. This MOU is amended for the following purpose(s):

- 1) In accordance with Section 2, of the above-referenced MOU, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period December 1, 2022, through December 31, 2023, per the terms, conditions, and prices agreed upon. This is the 1st renewal, 2nd year of the MOU. This MOU, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 3, of the above-referenced MOU, entitled Duties/Responsibilities of Parties, parties mutually agree to a change in the rates specified below in Paragraph 2 (New language underlined, deleted language interlined):

As of the date of execution of the MOU, the Centers for Disease Detection (CDD) lab in San Antonio, Texas, is offering a combo test (CT/GC) for ~~\$9.05~~ \$9.96, additional for extra genital for \$17.05, and CDD syphilis test for \$6.60, and provides an electronic interface allowing for immediate test results, inventory control, the ability to document clients meeting testing criteria and access to data/reports. Using CDD is beneficial to the STD program due to the universal electronic interface which will provide necessary data directly to the STD Program for CDC-reporting purposes.

No changes to Paragraph 1 or 3.

- 3) In accordance with Section 9, of the above-referenced MOU, entitled Compliance with Laws, parties mutually agree to replace the previously agreed-upon language with the language as shown below:

9. COMPLIANCE WITH LAWS


Applicable Laws. The parties shall, in performance of work under this MOU, 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. The parties 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 to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by either party subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, the parties agree that the hiring of persons to perform this work 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 MOU.

Except as modified above, all other terms and conditions of MOU No. COR-RGINTGV-2022-0411-CSD, remain unchanged.

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


DPHHS
1400 E. Broadway
Helena, MT 59601

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Cynthia McGillis-Hiner, Bureau Chief (Date)
Health Services Bureau

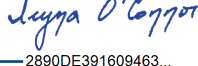
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Todd Harwell, Administrator (Date)
Public Health and Safety Division

Approved as to Form:

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Kristi L. Hernandez, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content:

DocuSigned by:

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

**REIMBURSEMENT & REPORTING REQUIREMENTS FOR STD PROGRAM
MEMORANDUM OF UNDERSTANDING
COR-RGINTGV-2022-0441-CSD**

THIS MOU is entered into by and between the State of Montana, **Montana Department of Corrections**, (Corrections), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301 and (406) 444-3930, and State of Montana, **Department of Public Health and Human Services** (DPHHS), whose address and phone number are 1400 E. Broadway, Helena, MT 59601, (406) 444-2678.

MONTANA DEPARTMENT OF CORRECTIONS HEREINAFTER REFERRED TO AS “CORRECTIONS” AND DEPARTMENT OF HEALTH AND HUMAN SERVICES HEREINAFTER REFERRED TO AS “DPHHS”, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU) AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this MOU is for the DPHHS to provide support to Corrections for the prevention, control and treatment of sexually transmitted diseases among the incarcerated population and to support Corrections to be eligible to participate in the Health Resources and Services Administration’s 340B pharmaceutical program.

2. EFFECTIVE DATE, DURATION AND RENEWAL

This Memorandum of Understanding (MOU) shall take effect December 1, 2021, through November 30, 2022, unless terminated earlier in accordance with the terms of this MOU. This MOU may, upon mutual agreement and according to the terms of the existing MOU, be renewed in one- (1) year intervals, or any interval that is advantageous to both parties. This MOU, including any renewals, may not exceed a total of seven (7) years.

3. DUTIES/RESPONSIBILITIES OF PARTIES

The DPHHS will reimburse Corrections for chlamydia (CT), Gonorrhea (GC) and Syphilis testing and treatment. Both parties understand the CT/GC testing reimbursement program is limited to clients who are uninsured or underinsured. The clients must meet the following criteria to be eligible for reimbursement: adolescents/young adults, pregnant women, men who have sex with men, or a named partner/contact of a positive case. The criteria for reimbursement does not limit the Department of Corrections’ ability to establish individuals as 340B eligible patients through receiving an STD-related service that is in line with the intent of the STD Prevention grant to identify, treat, and control STDs.

As of the date of execution of the MOU, the Centers for Disease Detection (CDD) lab in San Antonio, Texas, is offering a combo test (CT/GC) for \$9.05 and syphilis test for \$5.99, and provides an electronic interface allowing for immediate test results, inventory control, the ability to document clients meeting testing criteria and access to data/reports. Using CDD is beneficial to the STD program due to the universal electronic interface which will provide necessary data directly to the STD Program for CDC-reporting purposes.

DPHHS has not mandated the use of Centers for Disease Detection (CDD) laboratory; however, the DPHHS will only reimburse the Corrections \$100.00 per year for chlamydia, gonorrhea, and syphilis testing and treatment. Testing will be reimbursed at the CDD rate of \$9.05 for CT/GC and \$5.99 for

syphilis. For testing and reimbursement, Corrections must submit the Formstack invoice electronically and keep all supporting documentation on file for audit purposes.

Corrections must maintain documentation locally regarding reasons for testing.

This agreement is not a guarantee of funds, and DPHHS duties and responsibilities are limited to the availability of funds. DPHHS will be able to fund STD testing and treatment until funds are depleted. If that occurs before the end of a calendar year, Corrections will be notified. Corrections must follow CDC's STD Treatment Guidelines for treatment of chlamydia, gonorrhea, and syphilis.

4. **LIAISONS AND NOTICE**

4.1 MOU Liaisons. All project management and coordination on Corrections' behalf must be through a single point of contact designated as Corrections' liaison. DPHHS shall designate a liaison that will provide the single point of contact for management and coordination of DPHHS's work. All work performed under this MOU must be coordinated between the Correction's liaison and DPHHS's liaison.

Cindy McGillis-Hiner is Corrections' liaison
5 South Last Chance Gulch
Helena, MT 59601
406-444-5439
chiner@mt.gov

Cara Murolo is DPHHS liaison
STD Prevention Program specialist
1400 E. Broadway
Helena, MT 59601
(406) 444-2678
cmurolo@mt.gov

4.2 Notifications. Corrections' liaison and DPHHS's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, email, mail, or facsimile. If notice is provided by personal service, email, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective on the third business day after mailing.

5. **AMENDMENTS**

All amendments to this MOU shall be in writing and signed by the parties.

6. **TERMINATION AND DEFAULT**

6.1 . Either party may, by written notice to the other, terminate this MOU in whole or in part at any time the other party fails to perform as required in this MOU.

6.2 . Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

7. **INTEGRATION**

This MOU contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written MOU, shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the MOU.

8. SEVERABILITY

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

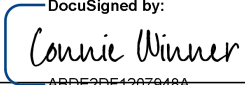
9. COMPLIANCE WITH LAWS

The parties shall, in performance of work under this MOU, 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. The parties 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, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by either party subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, the parties agree that the hiring of persons to perform this work 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 MOU.

SIGNATURE

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

**STATE OF MONTANA
DPHHS
1400 E. Broadway
Helena, MT 59601**

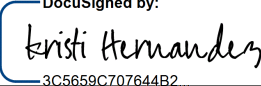
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Connie Winner, Administrator Date
Clinical Services Division

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Todd Harwell, Administrator Date
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Kristi L. Hernandez, Contracts Officer Date
Department of Corrections

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Molenda McCarty, Legal Counsel Date
Department of Corrections

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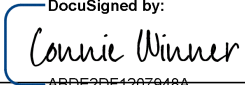
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SIGNATURE

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

STATE OF MONTANA
DPHHS
1400 E. Broadway
Helena, MT 59601

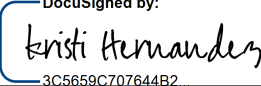
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Molenda McCarty, Legal Counsel Date
Department of Corrections