

**CONTRACT AMENDMENT**  
**CONTRACT 06-052-ACCD Revised FY - 14**

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Community, Counseling, and Correctional Services, Inc.** (CONTRACTOR) 471 East Mercury, Butte, MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2005 and Section P provides that the parties may modify their agreement in writing; and

WHEREAS, Section B(4) provides that the parties may negotiate the terms of this contract every two years.

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

G. Compensation/Billing

1. Compensation:

a. Total contract amount

**FY – ~~2014 (July 1, 2013 – June 30, 2014)~~ 2016 (July 1, 2015 – June 30, 2016)**

Contract Maximum reimbursement shall not exceed ~~\$3,702,687~~ \$3,853,329 for the contract period beginning July 1, ~~2013~~ 2015 and ending June 30, ~~2014~~ 2016. The contract maximum amount includes all compensation noted in this contract except “special needs” and stipend funding.

**FY – ~~2015 (July 1, 2014 – June 30, 2015)~~ 2017 (July 1, 2016 – June 30, 2017)**

Contract Maximum reimbursement shall not exceed ~~\$3,769,974.75~~ \$3,917,661 for the contract period beginning July 1, ~~2014~~ 2016 and ending June 30, ~~2015~~ 2017. The contract maximum amount includes all compensation noted in this contract except “special needs” and stipend funding.

b. Offender per diem rates

**FY – ~~2014 (July 1, 2013 – June 30, 2014)~~ 2016 (July 1, 2015 – June 30, 2016)**

**Butte Prerelease- Male:** For the contract period beginning July 1, ~~2013~~ 2015 and ending June 30, ~~2014~~ 2016, DEPARTMENT will pay CONTRACTOR a per diem rate of ~~\$49.97 (forty-nine and 97/100 dollars)~~ \$51.99 (Fifty-one and 99/100 dollars) per offender, per day. Program capacity at the Butte Prerelease Male facility is one hundred and twenty (120) male prerelease beds, with maximum compensation calculated at an Average Daily Population of one-hundred-and-twenty (120) beds for the contract year.

**Women’s Transition Center - Female:** For the contract period beginning July 1, ~~2013~~ 2015 and ending June 30, ~~2014~~ 2016, DEPARTMENT will pay CONTRACTOR a per diem rate of ~~\$58.68 (fifty-eight and 68/100 dollars)~~ \$61.05 (Sixty-one and 05/100 dollars) per offender, per day. Program capacity at the Women’s Transition Center Female facility is fifty-five (55) female prerelease beds, with maximum compensations calculated at an Average Daily Population of fifty-five (55) beds for the contract year.

**FY – ~~2015 (July 1, 2014 – June 30, 2015)~~ 2017 (July 1, 2016 – June 30, 2017)**

**Butte Prerelease- Male:** For the contract period beginning July 1, ~~2014~~ 2016 and ending June 30, ~~2015~~ 2017, DEPARTMENT will pay CONTRACTOR a per diem rate of ~~\$50.97 (Fifty and 97/100 dollars)~~ **\$53.03 (Fifty-three and 03/100 dollars) per offender, per day.** Program capacity at the Butte Prerelease Male facility is one hundred and twenty (120) male prerelease beds, with maximum compensation calculated at an Average Daily Population of one-hundred-and-twenty (120) beds for the contract year.

**Women's Transition Center - Female:** For the contract period beginning July 1, ~~2014~~ 2016 and ending June 30, ~~2015~~ 2017, DEPARTMENT will pay CONTRACTOR a per diem rate of ~~\$59.85 (fifty nine and 85/100 dollars)~~ **\$62.27 (Sixty-two and 27/100 dollars) per offender, per day.** Program capacity at the Women's Transition Center Female facility is fifty-five (55) female prerelease beds, with maximum compensations calculated at an Average Daily Population of fifty-five (55) beds for the contract year.

The daily per diem rate paid to CONTRACTOR for **transitional living program (TLP) services** – provided in accordance with Section 2 (C)(8) of this Agreement – is ~~\$21.00~~ **\$21.42 per offender, per day for FY 2016 and \$21.85 per offender, per day for FY 2017.** CONTRACTOR'S goal is to maintain twenty (20) offenders in this program at all times and the maximum amount paid to CONTRACTOR, as noted in Section 1(G)(1)(a), is based upon this goal and the corresponding dollar amount included in the contract maximum.

The daily per diem rate paid to CONTRACTOR for **enhanced supervision program (ESP) services** – provided in accordance with Section 2(C)(9) of this Agreement – is ~~\$15.00~~ **\$15.30 per offender, per day for FY 2016 and \$15.61 per offender, per day for FY 2017,** with a guarantee of payment for six (6) ESP offenders, per day, regardless of the actual number of offenders in the program. CONTRACTOR'S goal is to maintain twelve (12) offenders in this program at all times. The maximum amount paid to CONTRACTOR, as noted in Section 1(G)(1)(a), is based upon this goal and the corresponding dollar amount included in the contract maximum. CONTRACTOR will collect \$5.00 per day, per offender, for which ESP services are rendered. Collection from offenders must occur prior to the DEPARTMENT being invoiced for the current month. The invoice to the DEPARTMENT for ESP will be reduced by \$5.00 per day for each offender CONTRACTOR collects from. Any amounts uncollected by CONTRACTOR will be billed to the DEPARTMENT via monthly invoice.

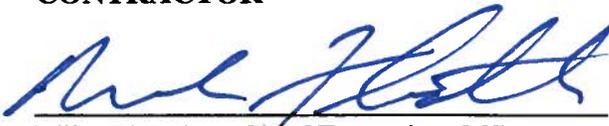
This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

  
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Kevin Olson, Administrator  
Probation and Parole Division

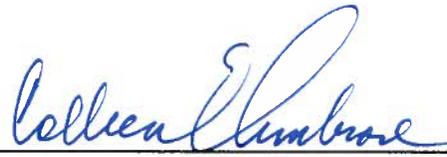
7/15/15  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Mike Thatcher, Chief Executive Officer  
Community, Counseling, and Correctional Services, Inc.

7/15/15  
\_\_\_\_\_  
Date

Reviewed for Legal Content by:

  
\_\_\_\_\_  
Legal Counsel  
Department of Corrections

7/15/15  
\_\_\_\_\_  
Date