

CONTRACT AMENDMENT NO. 3
ENHANCED TRANSITIONAL SUPERVISION SERVICES (ETSS)
BOYD ANDREW COMMUNITY SERVICES
CONTRACT NO. COR2019-0202N-1

This CONTRACT AMENDMENT No. 3 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 **Boyd Andrew Community Services**, whose address and phone number are 60 South Last Chance Gulch, Helena, MT 59624, (406) 447-3262.

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

- 1) In accordance with Section 1, of the above-referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period July 1, 2023, through June 30, 2025, per the terms, conditions, and prices agreed upon. This is the 3rd renewal, 5th, and 6th year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 5, of the above-referenced Contract, entitled Consideration/Payment, parties mutually agree to the following changes in subsections 5.1(a) through 5.1 (i), 5.2, and to the addition of new subsection 5.8. In the event any subsections are removed, subsequent subsections will not be renumbered.

5.1 Payment Schedule. In consideration of the ETSS services to be provided, State shall pay Contractor according to the following schedule:

- a. One (1) one-on-one meeting with offender per week (one (1) allowed per offender per week): ~~\$20.20~~ **\$21.62 per meeting** fiscal year ~~2022~~ 2024 and ~~\$20.40~~ **\$22.49 per meeting** in fiscal year ~~2023~~ 2025 (maximum of two (2) allowed per offender in the first week of services for that offender and one (1) allowed per offender per week for the remainder of the service period for that offender).
- b. Offender check-ins with Contractor once daily up to seven (7) times per week which may include breathalyzer testing, schedule check, and attendance verification for scheduled treatment, programming, self-help, court-ordered community service, or employment meetings/shifts: ~~\$10.10~~ **\$10.81 per meeting** in fiscal year ~~2022~~ 2024 and ~~\$10.20~~ **\$11.24 per meeting** in fiscal year ~~2023~~ 2025 (maximum of one (1) allowed per offender per day).
- c. Up to three (3) random drug/alcohol tests per week:
 - i. 10-drug panel urinalysis test: ~~\$7.07~~ **\$7.57 per test** in fiscal year ~~2022~~ 2024 and ~~\$7.14~~ **\$7.87 per test** in fiscal year ~~2023~~ 2025.
 - ii. Drug-specific tests, upon approval of MDOC Contract Liaison:

	<u>FY 2022 2024</u>	<u>FY 2023 2025</u>
▪ Heroin:	8.08 <u>\$8.65 per test</u>	\$8.16 <u>\$9.00 per test</u>
▪ Spice:	\$8.08 <u>\$8.65 per test</u>	\$8.16 <u>\$9.00 per test</u>
▪ PCP:	\$8.08 <u>\$8.65 per test</u>	\$8.16 <u>\$9.00 per test</u>
▪ Benzodiazepine:	\$8.08 <u>\$8.65 per test</u>	\$8.16 <u>\$9.00 per test</u>
 - iii. Lab confirmation for Fentanyl is ~~\$10.00~~ **\$10.71 per test** in fiscal year ~~2022~~ 2024 and ~~\$10.10~~ **\$11.13 per test** in fiscal year ~~2023~~ 2025.

- iv. Lab confirmation for Suboxone is ~~\$10.00~~ **\$10.71** per test in fiscal year ~~2022~~ 2024 and ~~\$10.10~~ **\$11.13** per test in fiscal year ~~2023~~ 2025.
- d. Development of a weekly itinerary in the community with periodic verification:
 - i. Meeting with a case manager to develop the itinerary: ~~\$10.10~~ **\$10.81** per week in fiscal year ~~2022~~ 2024 and ~~\$10.20~~ **\$11.24** per week in fiscal year ~~2023~~ 2025 (maximum of one (1) allowed per offender per week).
 - ii. Meeting with a case manager to develop the itinerary plus up to three (3) verifications: ~~\$20.20~~ **\$21.62** per week in fiscal year ~~2022~~ 2024 and ~~\$20.40~~ **\$22.49** per week in fiscal year ~~2023~~ 2025 (maximum of one (1) allowed per offender per week).
- e. Evidence-based, cognitive behavioral-based programming:
 - i. Moral Reconciliation Therapy (MRT): ~~\$30.30~~ **\$32.44** per offender per week in fiscal year ~~2022~~ 2024 and ~~\$30.60~~ **\$33.73** per week in fiscal year ~~2023~~ 2025.
 - ii. Dialectical Behavior Therapy (DBT): ~~\$25.25~~ **\$27.03** per offender per week in fiscal year ~~2022~~ 2024 and ~~\$25.50~~ **\$28.11** per week in fiscal year ~~2023~~ 2025.
- f. Job development services: ~~\$20.20~~ **\$21.62** per 30-minute session in fiscal year ~~2022~~ 2024 and ~~\$20.40~~ **\$22.49** per 30-minute session in fiscal year ~~2023~~ 2025 (maximum of one (1) allowed per offender per week).
- g. Continuous drug/alcohol testing mechanisms approved by the State:
 - i. SCRAM: ~~\$11.11~~ **\$11.89** per day per offender in fiscal year ~~2022~~ 2024 and ~~\$11.22~~ **\$12.37** per day per offender in fiscal year ~~2023~~ 2025 (cannot be combined with Remote Breath).
 - ii. Remote Breath: ~~\$7.07~~ **\$7.57** per day per offender in fiscal year ~~2022~~ 2024 and ~~\$7.14~~ **\$7.87** per day per offender in fiscal year ~~2023~~ 2025 (cannot be combined with SCRAM).
- h. Electronic/GPS monitoring: ~~\$10.10~~ **\$10.81** per day per offender in fiscal year ~~2022~~ 2024 and ~~\$10.20~~ **\$11.24** per day per offender in fiscal year ~~2023~~ 2025.
- i. Assistance with application processes for needed services: ~~\$20.20~~ **\$21.62** per 30-minute session in fiscal year ~~2022~~ 2024 and ~~\$20.40~~ **\$22.49** per 30-minute session in fiscal year ~~2023~~ 2025.

~~**5.2 — Contract Maximum.**~~ For State fiscal year 2022 the contract maximum value is ~~\$176,501.44~~ and for State fiscal year 2023 the contract maximum value is ~~\$178,266.45~~.

The State guarantees minimum payment of \$34,104 in each fiscal year. If at the end of a fiscal year 2022, the contractor has not invoiced the department at least \$34,104 for the services it rendered during the fiscal year, the department will pay the difference between the invoiced total and the \$34,104 guaranteed minimum.

5.2 Total Contract Maximum. For State fiscal year 2024 the contract maximum value is **\$188,962.44** (one hundred eighty-eight thousand nine hundred sixty-two and 44/100 dollars) and for State fiscal year 2025 the contract maximum value is **\$196,520.93** (one hundred ninety-six thousand five hundred twenty and 93/100 dollars).

The State guarantees minimum payment of \$34,104 in each fiscal year. If at the end of a fiscal year 2024, the contractor has not invoiced the department at least \$34,104 for the services it rendered during the fiscal year, the department will pay the difference between the invoiced total and the \$34,104 guaranteed minimum.

No changes were made to 5.3 through 5.7.

- 3) In accordance with Section 19, of the above-referenced Contract, entitled Liaisons and Service of Notices, parties mutually agree to the following changes in subsections 19.1 and 19.2. In the event any subsections are removed, subsequent subsections will not be renumbered.

19.1 Contract Liaisons. All project management and coordination shall be performed by the Department's point of contact designated below. Contractor shall designate a liaison that will provide project management and coordination of Contractor's work. All work performed under this Contract must be coordinated between the Department's Liaison and Contractor's Liaison.

Dan Kissner is State's liaison
5 S Last Chance Gulch
Helena MT 59620-1301
Telephone: (406) 444-6483
E-mail: dkissner@mt.gov

Alissa O'Connell is the State's liaison
5 S Last Chance Gulch
Helena MT 59620-1301
Telephone: (406) 444-0403
E-mail: Alissa.OConnell@mt.gov

19.2 Contract Manager. Department's Contract Manager identified below shall perform all Contract management duties on Department's behalf. Written notices and requests or any issues, not related to project management and coordination, regarding this Contract should be directed to Department's Contract Manager.

Pat Schlauch is Department's Contract Manager
5 S Last Chance Gulch 12
Helena MT 59620-1301
Telephone: (406) 444-4931
E-mail: pschlauch@mt.gov

Ashley Salmon is Department's Contract Manager
5 S Last Chance Gulch 12
Helena MT 59620-1301
Telephone: (406) 444-4931
E-mail: Ashley.Salmon@mt.gov

Except as modified above, all other terms and conditions of Contract No. **COR2019-0202N-1, including Amendments # 1 and #2,** remain unchanged.

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

Boyd Andrew Community Services
60 South Last Chance Gulch
Helena, MT 59624

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Bureau

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Amy Tenney, CEO (Date)

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