

**CONTRACT AMENDMENT NO. 4
ENHANCED TRANSITIONAL SUPERVISION SERVICES
COMMUNITY, COUNSELING, AND CORRECTIONAL SERVICES, INC.
CONTRACT NO. COR2019-0202N-4**

This CONTRACT AMENDMENT No. 4 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 1, of the above-referenced Contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period ~~January 1, 2022, through June 30, 2023,~~ July 1, 2023, through June 30, 2025, per the terms, conditions, and prices agreed upon. This is the fourth renewal, fifth and sixth years of the Contract. The 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 and 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. **CONSIDERATION/PAYMENT**

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 (1 allowed per offender per week): ~~\$5.05~~ **\$5.41 per meeting** in fiscal year ~~2022~~ 2024 and ~~\$5.10~~ **\$5.62 per meeting** in fiscal year ~~2023~~ 2025 (maximum of one (1) allowed per offender per week).
- 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: ~~\$3.03~~ **\$3.24 per meeting** in fiscal year ~~2022~~ 2024 and ~~\$3.06~~ **\$3.37 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: ~~\$15.15~~ **\$16.22 per offender per week** in fiscal year ~~2022~~ 2024 and ~~\$15.30~~ **\$16.87 per offender per week** in fiscal year ~~2023~~ 2025.

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	<u>FY 2022</u>	<u>FY 2024</u>	<u>FY 2023</u>	<u>FY 2025</u>
i. Lab Confirmation for AMP Test	\$22.00	\$23.55 per test	\$22.22	\$24.50 per test
ii. Lab Confirmation for COC Test	\$22.00	\$23.55 per test	\$22.22	\$24.50 per test
iii. Lab Confirmation for THC Test	\$22.00	\$23.55 per test	\$22.22	\$24.50 per test
iv. Lab Confirmation for BZO Test	\$22.00	\$23.55 per test	\$22.22	\$24.50 per test
v. Lab Confirmation for BRB Test	\$22.00	\$23.55 per test	\$22.22	\$24.50 per test
vi. Lab Confirmation for OPI Test	\$22.00	\$23.55 per test	\$22.22	\$24.50 per test
vii. Lab Confirmation for BUP Test	\$22.00	\$23.55 per test	\$22.22	\$24.50 per test
viii. Lab Confirmation for MTD Test	\$22.00	\$23.55 per test	\$22.22	\$24.50 per test
ix. Lab Confirmation for OXY Test	\$22.00	\$23.55 per test	\$22.22	\$24.50 per test
x. Lab Confirmation for FEN Test	\$35.00	\$37.47 per test	\$35.35	\$38.97 per test
xi. Lab Confirmation for ETG Test	\$35.00	\$37.47 per test	\$35.35	\$38.97 per test
xii. Lab Confirmation for Spice I and II	\$19.00	\$20.34 per test	\$19.19	\$21.16 per test
xiii. Lab Confirmation for Kratom	\$80.00	\$85.65 per test	\$80.80	\$89.07 per test

- d. Development of a weekly itinerary in the community with periodic verifications: ~~\$5.05~~ **\$5.41 per offender per week** in fiscal year ~~2022~~ 2024 and ~~\$5.10~~ **\$5.62 per offender per week** in fiscal year ~~2023~~ 2025.
- e. Evidence-based, cognitive behavioral-based programming: ~~\$10.10~~ **\$10.81 per offender per week** in fiscal year ~~2022~~ 2024 and ~~\$10.20~~ **\$11.24 per offender per week** in fiscal year ~~2023~~ 2025.
- f. Job development services: ~~\$10.10~~ **\$10.81 per 30-minute session** in fiscal year ~~2022~~ 2024 and ~~\$10.20~~ **\$11.24 per 30-minute session** in fiscal year ~~2023~~ 2025 (maximum of two (2) per offender per week).
- g. Continuous drug/alcohol testing mechanisms approved by the State: ~~\$10.10~~ **\$10.81 per offender per week** in fiscal year ~~2022~~ 2024 and ~~\$10.20~~ **\$11.24 per offender per week** in fiscal year ~~2023~~ 2025.
- h. Electronic/GPS monitoring: ~~\$10.10~~ **\$10.81 per offender per day** in fiscal year ~~2022~~ 2024 and ~~\$10.20~~ **\$11.24 per offender per day** in fiscal year ~~2023~~ 2025.
- i. Assistance with application processes for needed services: ~~\$10.10~~ **\$10.81 per 30-minute session** in fiscal year ~~2022~~ 2024 and ~~\$10.20~~ **\$11.24 per 30-minute session** in fiscal year ~~2023~~ 2025.

5.2 Total Contract Maximum and Location Allowances. For State fiscal year ~~2022~~ 2024 the contract maximum value is ~~\$494,204.06~~ **\$529,094.87 (five hundred twenty-nine thousand ninety-four and 87/100 Dollars)** and for State fiscal year ~~2023~~ 2025, the contract maximum value is ~~\$499,146.10~~ **\$550,258.66 (five hundred fifty thousand two hundred fifty-eight and 66/100 Dollars)**. Per location allowances are as follows

	FY 2022 2024	FY 2023 2025
a. Bozeman, MT	\$143,319.17 \$201,056.05	\$144,752.37 \$209,098.29
b. Butte, MT	\$187,797.54 \$153,437.51	\$189,675.52 \$159,575.01
c. Dillon, MT	\$54,362.45 \$58,200.43	\$54,906.07 \$60,528.45
d. Livingston, MT	\$54,362.45 \$58,200.43	\$54,906.07 \$60,528.45
e. Anaconda, MT	\$54,362.45 \$58,200.43	\$54,906.07 \$60,528.45

The State guarantees minimum payment of \$34,104 in each fiscal year. If at the end of a fiscal year, 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 subsections 5.3 through 5.7.

5.8 Contractor Employee Increase Allotment.

\$16,890.00 for FY 24 and \$33,779.00 for FY 25 will be made available for the purpose of providing CCCS, Inc ETSS 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. \$8,445.00 (eight thousand four hundred forty-five and 00/100) will be provided to Contractor as an up-front, lump-sum payment in both July and January of FY 24. \$16,889.50 (sixteen thousand eight hundred eighty-nine and 50/100) will be provided to Contractor as an up-front, lump-sum payment in both July and January of FY 25. 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, 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. This funding will no longer be available after June 30, 2025. 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.

- 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. LIAISONS AND SERVICE OF NOTICES

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-4, including Amendments # 1 through # 3,** remain unchanged.

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STATE OF MONTANA

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

**COMMUNITY, COUNSELING, AND
CORRECTIONAL SERVICES, INC**

471 E. Mercury
Billings, MT 59701

DocuSigned by:

Megan Coy 7/25/2023
81BB6FEFC95846B...
Megan Coy, Bureau Chief (Date)
Community, Corrections Facilities and Programs
Bureau

DocuSigned by:

Mike Thatcher 7/24/2023
887ECE8E425C4D2...
Mike Thatcher, CEO (Date)

Approved as to Form:

DocuSigned by:

Amanda L Battin 7/24/2023
F4C67DC7355C4FD...
Amanda Battin, Contracts Officer (Date)
State Procurement Bureau
Department of Administration

Approved as to Legal Content:

DocuSigned by:

Iryna O'Connor 7/24/2023
2890DE391609463...
Iryna O'Connor, Legal Counsel (Date)
Legal Services Bureau