

**CONTRACT AMENDMENT FIVE
CONTRACT FOR
DETENTION CENTER SERVICES
CONTRACT PHH22-0423R-H
DPHHS 23-102-74018-0**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 202905 (mailing), Helena, MT, 59620, Phone Number (406) 444-3964, Fax Number (406) 444-7391, and Yellowstone County, ("Contractor"), whose contact information is as follows: Federal Tax ID# 81-6001449, UEI Number FNVKTJD3B7C1, 316 North 26th, Room 3401, Billings, MT, 59101, Phone Number (406) 256-2832, respectively (collectively, the "Parties").

Effective October 1, 2025 this Contract is amended as follows. Existing language has been struck; amended language underlined.

SECTION 1. SERVICES/SCOPE OF WORK, will be amended as follows:

A. through C will remain unchanged.

D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:

Contract, including Amendments One through Four and Five (this instrument)

Attachment A: Scope of Work Amendment Five

Attachment B: Budget Amendment Five

Attachments C through I will remain unchanged

E. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Except for the terms included in the Attachment and Exhibits hereto, no other terms and conditions shall apply, including terms listed or referenced on the Contractor's website, in the Contractor's quotations or in similar documents subsequently provided by the Contractor, unless otherwise agreed by the Parties.

SECTION 2. TERM OF CONTRACT, will be amended as follows:

The term of this Contract is from July 1, 2022 through June 30, 2026 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties. This is the third renewal, fifth amendment, fourth year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.

SECTION 3. CONSIDERATION AND PAYMENTS, will be amended as follows:

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. through C. will remain unchanged.

D. Sources of Funding

The sources of funding for this Contract are ~~\$861,952.04~~ 1,038,319.51 from the State Special Revenue Healing and Ending Addiction through Recovery and Treatment (HEART) \$75,000.00 from Mental Health Block Grant American Rescue Plan Act of 2021 (MHBG ARPA) CFDA#93.958, and \$124,719.96 from Substance Use Treatment, Prevention, and Recovery Services Block Grant (SUPTRS) CFDA#93.959, for a total contract value of ~~\$1,061,672~~ 1,238,039.47.

TERM	AMOUNT	FUNDING
July 1, 2022 through June 30, 2024	\$230,559.27	HEART MH
July 1, 2022 through June 30, 2024	\$230,559.27	HEART SUD
Oct. 1, 2022 through June 30, 2024	\$124,719.96	SUPTRS
July 1, 2022 through June 30, 2024	\$ 75,000.00	MHBG ARPA
July 1, 2024 through June 30, 2025	\$342,044.34	HEART
July 1, 2025 through June 30, 2026	\$ 58,789.16 <u>235,156.63</u>	HEART
Total	\$1,061,672 <u>\$1,238,039.47</u>	

E. through H. will remain unchanged.

If for any reason the grant funding is denied or funds are no longer available the Contractor will be notified immediately.

SECTION 12. COMPLIANCE WITH LAWS/WARRANTIES, will be amended as follows and add J:

Amendments A. through I. will remain unchanged.

J. Reporting Requirements for Food Products Procured by Governmental Bodies - Reserved

SECTION 28. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT will be added as a

A. Contract

This Contract Amendment Five consists of three (3) numbered pages, any Attachments listed in Section 1, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

B. through C. will remain unchanged.

Any amendment or modification must be in a written agreement signed by the parties.

SECTION 27. TRANSITION ASSISTANCE as written is Amendment Four is being removed as it is written as Section 29 in Amendment Two.

AUTHORITY TO EXECUTE

Except as modified above, all other Terms and Conditions of Contract PHH22-0423R-H (DPHHS 23-102-74018-0) including Amendments One through Four remain in effect.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____
Meghan Peel, BHDD Administrator

Date: _____

BY: _____
Charles T. Brereton, Director

Date: _____

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, OFFICE OF LEGAL AFFAIRS

Approved as to Legal Content:

BY: _____
Attorney

Date: _____

MONTANA DEPARTMENT OF ADMINISTRATION, STATE PROCUREMENT SERVICES DIVISION

Approved as to form:

BY: _____
Contract Officer

Date: _____

CONTRACTOR

BY: _____
Authorized Signer

Date: _____

ATTACHMENT A

SCOPE AMENDMENT FIVE

SERVICES TO BE PROVIDED

~~Contractor is expected to coordinate planning, implementation, and provision of services with community stakeholders such as: Local government(s) and their representatives, tribal government(s) and their representatives, behavioral health organizations, health care systems, healthcare providers, public health, local advisory councils, human service agencies that support social determinants of health such as housing, employment, and food security, law enforcement officials, judicial systems, and community members.~~

~~A. For services purchased under this Contract, the Contractor must:~~

- ~~1. Provide reports in a specified timeframe for agreed upon reporting requirements including:
 - a. Monthly member level data;
 - b. Quarterly progress reports; and
 - c. Ad hoc reports and evaluations that have been supported through this funding source.~~

~~i. Intake~~

~~ii. Continuing Services~~

~~iii. Discharged – remained in jail.~~

~~iv. Discharged – to community.~~

~~v. Commitment to State Hospital~~

~~2. Actively participate in a monthly virtual check in with grant program manager.~~

~~2. Actively participate in regularly scheduled virtual check-ins with grant program manager at least quarterly.~~

~~3. Actively participate in technical assistance provided by the State Department in the form of webinars, conference calls, and one-on-one conversations.~~

~~4. Allow and actively participate in site visits and/or any other activities that are requested by the State.~~

~~B. For services purchased under this Contract, the Contractor agrees to provide the following services and conduct the following activities:~~

Service 1 Behavioral Health Therapy

~~1. Behavioral health therapy services include individual, family, and group therapy in which diagnosis, assessment, and psychotherapy are provided by appropriately licensed behavioral health professionals licensed in Montana and practicing within the scope of practice under their individual license.~~

~~Provider~~

~~Requirements~~

~~(1) Mental health and co-occurring therapy may be provided by a:~~

~~(a) licensed physician;~~

~~(b) licensed psychologist;~~

~~(c) licensed social worker;~~

~~(d) licensed professional counselor;~~

~~(e) advanced practice registered nurse, with a clinical specialty in psychiatric mental health nursing;~~

~~(f) licensed marriage and family therapist; or~~

~~(g) licensure candidate under the supervision of a licensed clinician.~~

~~(2) Substance use disorder therapy may be provided by a:~~

~~(a) licensed addiction counselor;~~

~~(b) licensed physician;~~

~~(c) licensed psychologist;~~

- ~~(d) licensed social worker;~~
- ~~(e) licensed professional counselor;~~
- ~~(f) advanced practice registered nurse, with a clinical specialty in psychiatric mental health nursing;~~
- ~~(g) licensed marriage and family therapist; or~~
- ~~(h) licensure candidate under the supervision of a licensed clinician.~~

~~Service~~

~~Requirements~~

- ~~(1) Group therapy services may not have more than 16 clients participating in the group.~~
- ~~(2) Services must be based on a current comprehensive assessment and included as an intervention in the client's individualized treatment plan (ITP).~~
- ~~(3) Mutual support meetings such as Alcoholics Anonymous (AA), Narcotics Anonymous (NA) are available to individuals in the detention facility from outside members.~~

Service 2 Care Coordination

~~Definition The Care Coordinator works with each client to ensure they receive the right care at the right time by coordinating services and referrals and tracking clinical outcomes. The care coordinator also works with clients to identify social factors that may impede their treatment (e.g., insecure, or unsafe housing, lack if transportation, or food insecurity and helps navigate the client and family toward community resources that can help address these factors.~~

~~Provider~~

~~Requirements~~

~~Care Coordinator must have:~~

- ~~(1) a high school degree;~~
- ~~(2) at least one year of experience working in social services; and~~
- ~~(3) experience completing treatment planning and documentation.~~

~~Service~~

~~Requirements~~

- ~~(1) Care coordination services include, but are not limited to, coordinating Behavioral Health, Social, and medical services and referrals, tracking clinical outcomes, identifying social factors that may impede client treatment, and helping client and family navigate toward community resources that can help address these factors.~~
- ~~(2) Care Coordinator duties include the following:~~
 - ~~(a) coordinating and implementing care plans;~~
 - ~~(b) advocating on the client's behalf;~~
 - ~~(c) facilitating access to needed services;~~
 - ~~(d) guiding clients through community resource options; and~~
 - ~~(e) assisting clients in reducing barriers to community reintegration upon release.~~
- ~~(3) It is not required that each client receiving Care Coordinator whose primary responsibility is the delivery of Care Coordinating services. It is not required that each client receiving Care Coordination receive every service listed above.~~
- ~~(4) Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.~~
- ~~(5) Care Coordination services must be delivered to clients held in the detention center, or within 30 days of release from the detention center.~~

Service 3 Medication Prescription, Management, and Monitoring

~~Definition Provides Services include diagnoses and effective treatments for behavioral health disorders by assessing both the mental and physical aspects of psychological problems to identify and determine solutions to behavioral health conditions which includes medication prescription, management, and monitoring.~~

~~Grant funding may be used to pay for the FDA-approved psychotropic medications that are indicated within the client's individual treatment plan (IPR).~~

~~Provider~~

~~Requirements~~

~~Board certified and licensed in Montana to practice medicine as one of the following: Services are provided by a medical professional Board certified and licensed in Montana to practice medicine.~~

~~(1) Physician;~~

~~(2) Psychiatrist~~

~~(3) Advanced Practice Registered Nurse (APRN) with prescriptive authority and specialty in psychiatric mental health service who is supervised by a Mental Health Center Psychiatrist Service.~~

~~Requirements~~

~~(1) Services must be based on a current comprehensive biopsychosocial assessment.~~

~~(2) Medication services include the following:~~

~~(a) evaluate the client's previous experience with psychotropic medications;~~

~~(b) identify and discuss with client the benefits and risks of medication interventions;~~

~~(c) in collaboration with the client, develop a treatment plan and choose a medication treatment;~~

~~(d) prescribe and monitor medication according to evidence-based practice standards.~~

~~(3) Psychotropic medications must be:~~

~~(a) FDA approved; and~~

~~(b) based on a current comprehensive assessment and included as an intervention in the client's individualized treatment plan (ITP)~~

~~Other Provisions~~

~~1. Anything outside of the scope of above Section B requires the written approval of BHDD prior to being funded through these grant monies.~~

~~2. Anything during the term of this contract must be billed to Medicaid and will no longer be funded through these grant monies.~~

~~3. Services may be provided in person or via telehealth.~~

~~4. Grant funding must be the payer of last resort.~~

~~5. Grant funding must be used to provide services to clients that meet the following eligibility criteria:~~

~~a. clients must be pre adjudicated Clients who self-report; have been diagnosed with behavioral health, mental health, substance misuse, or co-occurring disorder; present with suicidal ideation; and/or request to see Behavioral Health staff or are referred to Behavioral Health staff or Detention staff.~~

~~b. clients must not be under the jurisdiction of the Department of Corrections; and~~

~~c. clients must have a mental health, substance use, or co-occurring disorder diagnosis from the current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM 5) or the International Classification of Diseases (ICD) as a primary diagnosis.~~

DATA and REPORTS

~~All required data and reports will be agreed upon by contractor and the State upon award based on scope of project proposal. Contractor shall submit a monthly report with invoice to include:~~

~~1. Month reported, date of service, and service provided:~~

~~2. Number of unduplicated individuals served as indicated by individuals name, date of birth and Medicaid number or social security number:~~

~~3 For those served, socio-demographic data including:~~

~~a) race:~~

~~b) gender:~~

~~c) veteran status~~

~~d) primary diagnosis: and~~

~~e nature of criminal charge employment status~~

~~f) housing status~~

- g) highest schooling completed; and
- h) school attendance within the last 3 months
- 4. For those served, disposition data including:
 - a) admitted to Montana State Hospital: Intake
 - b) transferred to Montana State Prison: Continuing Services
 - c) transferred to Montana Women's Prison Discharged—remained in jail
 - d) transferred to other detention center: Discharged—to community
 - e) discharged to prerelease center: Discharged to State Hospital
 - f) discharged to recovery home;
 - g) discharged to community/personal residence:
 - h) discharged with supply of medication.
 - i) discharged with Medicaid coverage; and
 - j) scheduled with community-based provider for ongoing behavioral health services.
- 5. Contractor agrees to provide quarterly progress report to include updates on the goals and objectives of the strategic plan submitted to the State through the contractor's original RFP application.
- 6. The State will electronically provide a monthly data reporting template and quarterly progress report template. Quarterly progress reports must be submitted by:
 - a) Quarter 1 (July 2022–September 2022): October 15, 2022
 - b) Quarter 2 (October 2022–December 2022): January 15, 2023
 - c) Quarter 3 (January 2023–March 2023): April 15, 2023
 - d) Quarter 4 (April 2023–June 2023): July 15, 2023
 - e) Quarter 5 (July 2023–September 2023): October 15, 2023
 - f) Quarter 6 (October 2023–December 2023): January 15, 2024
 - g) Quarter 7 (January 2024–June 2024): April 15, 2024
 - h) Quarter 8 (April 2024–June 2024): July 15, 2024
 - i) Quarter 9 (July 2024–September 2024): October 15, 2024
 - j) Quarter 10 (October 2024–December 2024): January 15, 2025
 - k) Quarter 11 (January 2025–June 2025): April 2025
 - l) Quarter 12 (April 2025–June 2025): June 15, 2025
 - m) Quarter 13 (July 2025–September 2025): October 15, 2025
 - n) Quarter 14 (October 2025–December 2025): January 15, 2026
 - o) Quarter 15 (January 2026–March 2026): April 15, 2026
 - p) Quarter 16 (April 2026–June 2026): July 15, 2026

SERVICES TO BE PROVIDED

Contractor is expected to coordinate planning, implementation, and provision of services with community stakeholders such as: Local government(s) and their representatives, tribal government(s) and their representatives, behavioral health organizations, health care systems, healthcare providers, public health, local advisory councils, human service agencies that support social determinants of health such as housing, employment, and food security, law enforcement officials, judicial systems, and community members. Anything outside of the Scope of Work requires the written approval of BHDD prior to being funded through these grant monies. If approved, this will require a contract amendment.

- 1) For services purchased under this Contract, the Contractor must:
 - a) Provide reports in a specified timeframe for agreed upon reporting requirements including:
 - i) Intake
 - ii) Continuing services
 - iii) Discharged – remained in jail
 - iv) Discharged to community
 - v) Commitment to State Hospital

- b) Actively participate in regularly scheduled virtual check-ins with grant program manager at least quarterly.
 - c) Actively participate in technical assistance provided by the State Department in the form of webinars, conference calls, and one-on-one conversations.
 - d) Allow and actively participate in site visits and/or any other activities that are requested by the State.
 - e) For services purchased under this Contract, the Contractor agrees to provide the following services and conduct the following activities:
- 2) Service 1 Behavioral Health Therapy
- a) Behavioral health therapy services include individual, family, and group therapy in which diagnosis, assessment, and psychotherapy are provided by appropriately licensed behavioral health professionals licensed in Montana and practicing within the scope of practice under their individual license.
 - i) Group therapy services may not have more than 16 clients participating in the group.
 - ii) Services must be based on a current comprehensive assessment and included as an intervention in the client's individual treatment plan (ITP).
 - iii) Mutual support meetings such as Alcoholics Anonymous (AA), Narcotics Anonymous (NA) are available to individuals in the detention facility from outside members.
- 3) Service 2 Care Coordination
- a) Care coordination services include, but are not limited to, coordinating Behavioral Health, Social, and medical services and referrals, tracking clinical outcomes, identifying social factors that may impede client treatment, and helping client and family navigate toward community resources that can help address these factors.
 - i) Care Coordinator duties include the following:
 - (1) coordinating and implementing care plans;
 - (2) advocating on the client's behalf;
 - (3) facilitating access to needed services;
 - (4) guiding clients through community resource options; and
 - (5) assisting clients in reducing barriers to community reintegration upon release.
 - ii) It is not required that each client receiving Care Coordination receive every service listed above.
 - iii) Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.
 - iv) Care Coordination services must be delivered to clients held in the detention center, or within 30 days of release from the detention center.
- 4) Service 3 Medication for Opioid Use Disorder (MOUD) or Stimulant Use Disorder
- a) Medication for Opioid Use Disorder (MOUD), formerly known as Medication Assisted Therapy (MAT), is the use of FDA-approved medications for opioid use disorder (OUD) and therapy services, to provide an individually tailored "wholepatient" approach for the treatment of OUD.
 - b) Services are provided by a medical professional Board certified and licensed in Montana to practice medicine. Provider must be waived to prescribe buprenorphine and support utilization of all FDA-approved medications for OUD, as available.
 - i) Services must be based on a current comprehensive assessment.
 - ii) MOUD Medication Prescription, Management and Monitoring includes the following:
 - (1) evaluate the client's previous experience with medications, including opioid agonists and antagonists;
 - (2) identify and discuss with the client the benefits and risks of medication interventions;
 - (3) in collaboration with the client, develop a treatment plan and choose a medication treatment; and
 - (4) prescribe and monitor medication according to evidence-based practice standards.
 - iii) Medications must be:

- (1) FDA-approved; and
 - (2) based on a current comprehensive assessment and included as an intervention in the client's individual treatment plan (ITP).
- iv) Medication services must be provided in conjunction with therapy services.
- 5) Other Provisions
 - a) Anything outside of the scope requires the written approval of BHDD prior to being funded through these grant monies. If approved, this will require a contract amendment.
 - b) Services may be provided in person or via telehealth.
 - c) Grant funding must be the payer of last resort.
 - d) Grant funding must be used to provide services to clients that meet the following eligibility criteria:
 - i) Clients who self-report; have been diagnosed with behavioral health, mental health, substance misuse, or co-occurring disorder; present with suicidal ideation; and/or request to see Behavioral Health staff or are referred to Behavioral Health staff or Detention staff.
- 6) DATA and REPORTS
 - a) All required data and reports will be agreed upon by contractor and the State upon award based on scope of project proposal. Contractor shall submit a monthly report with invoice to include:
 - i) Month reported, date of service, and service provided:
 - ii) Number of unduplicated individuals served as indicated by individuals name, date of birth and Medicaid number or social security number:
 - iii) For those served, socio demographic data including:
 - iv) Race:
 - v) Gender:
 - vi) Veteran status:
 - vii) Primary diagnosis: and
 - viii) Employment status:
 - ix) Housing status:
 - x) Highest schooling completed; and
 - xi) School attendance within the last 3 months.
- 7) For those served, disposition data including:
 - a) Intake
 - b) Continuing services
 - c) Discharged – remained in jail
 - d) Discharged – to community
 - e) Discharged to State Hospital
- 8) Contractor agrees to provide quarterly progress report to include updates on the goals and objectives of the strategic plan submitted to the State through the contractor's original RFP application.
- 9) The State will electronically provide a monthly data reporting template and quarterly progress report template. Quarterly progress reports must be submitted by:
 - a) Quarter 1 (July 2022 -September 2022): October 15, 2022
 - b) Quarter 2 (October 2022-December 2022): January 15, 2023
 - c) Quarter 3 (January 2023-March 2023): April 15, 2023
 - d) Quarter 4(April 2023-June 2023): July 15, 2023
 - e) Quarter 5 (July 2023-Spetember 2023) October 15, 2023
 - f) Quarter 6 (October 2023 – December 2023): January 15, 2024
 - g) Quarter 7 (January 2024 – June 2024): April 15, 2024
 - h) Quarter 8 (April 2024 – June 2024): July 15, 2024
 - i) Quarter 9 (July 2024- September 2024): October 15, 2024
 - j) Quarter 10 (October 2024 – December 2024): January 15, 2025

- k) Quarter 11(January 2025 – June 2025): April 2025
- l) Quarter 12 (April 2025 – June 2025): June 15, 2025
- m) Quarter 13 (July 2025 – September 2025): October 15, 2025
- n) Quarter 14 (October 2025 – December 2025): January 15, 2026
- o) Quarter 15 (January 2026 – March 2026): April 15, 2026
- p) Quarter 16 (April 2026 – June 2026): July 15, 2026

ATTACHMENT B

ATTACHMENT B AMENDMENT FIVE

Montana DPHHS

Behavioral Health Services in Local Detention Facilities:

July 1, 2025 through Sept. 30, 2025

Service Category	Expense Type	Total Requested
2. Behavioral Health Therapy	-Other (UD/MH/CO Assessments)	\$ — 33,019.16
	TOTAL	\$ — 33,019.16
3. Care Coordination	-Other (Contracted)	\$ — 11,520.00
	TOTAL	\$ — 11,520.00
6. Medication for Opioid Use Disorder (MOUD) or Stimulant Use Disorder	Medications	\$ — 6,750.00
	-Other (Medication Management)	\$ — 7,500.00
	TOTAL	\$ — 14,250.00
Total Budget Awarded		Total Award:
		\$ — 58,789.16

BHDD, DPHHS

FY26 Budget

CONTRACTOR		CONTRACT #	CONTRACT
<u>TOTAL</u>			
Contract Liaison: Jennifer Jones Yellowstone County jjones@yellowstonecountymt.gov (406) 855-2793		23-102-74018-0	\$235,156.63
		PROGRAM	
		HEART Jail-based BH Services Grant	
EXPENSE CATEGORY	NARRATIVE	FY26 TOTAL	
<u>Behavioral Health Therapy</u>	<u>See Attachment A - Scope of Work</u>		
<u>Care Coordination</u>	<u>See Attachment A - Scope of Work</u>	\$	235,156.63
<u>Medication for Opioid Use Disorder (MOUD)</u>	<u>See Attachment A - Scope of Work</u>		
<u>Certified Behavioral Health Peer Support</u>	n/a		
<u>Medication Prescription, Management, and Monitoring</u>	n/a	\$	-
		<u>SUBTOTAL</u>	\$ 235,156.63
		<u>ADMINISTRATIVE FEE RATE</u>	0.00%
		<u>ADMINISTRATIVE FEE</u>	\$ -
		<u>TOTAL</u>	\$ 235,156.63