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CONTRACT AMENDMENT NO. 1
SEX OFFENDER TREATMENT MASC
CONTRACT COR-SVCS-2018-0144-PPD

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) P.O. Box 201301, 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Brenda Erdelyi, LCSW, Catalyst Counseling, PLLC**, (CONTRACTOR) 1119 W. Kent, Ste. K., Missoula, MT 59808 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of March 7, 2018 and Section 29.2 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on February 28, 2019 and Section 1.2 provides that the parties may extend the expiration date of the Contract.

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

1) In accordance with Section 1, entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend this Contract for the period **March 1, 2019**, through **February 29, 2020**, per the terms, conditions, and prices agreed upon. This is the first renewal, second year of the Contract.

2) Section 3 is amended as follows:

A. Services will be provided as requested and deemed necessary by the MASC Administrator, to offenders assigned/sanctioned to the Missoula Assessment/Sanction Center (MASC). Services will take place at the MASC facility in Missoula, Montana. CONTRACTOR will use a combination of skills and techniques from cognitive behavioral systems, individual, physiological, and psychodynamic therapies to include but not be limited to cognitive restructuring, counter-conditioning procedures, victim empathy enhancement, relapse prevention, and skills training (e.g. parenting, assertiveness and communication, problem solving, stress management, anger management, and conflict resolution). Contractor will ~~make every effort to~~ provide~~, at a minimum,~~ two ~~weekly~~ treatment groups that meet weekly, (frequency may fluctuate based on population, with approval), and ~~one~~ individual offender sessions~~ every other week~~. ~~Weekly groups and i~~Individual sessions may vary from week to week and month to month depending upon the number of sex offenders in the MASC Program~~, Individual offender participation in weekly groups or individual sessions may vary and will be dependent upon~~ individual needs, therapist recommendations, and Administrator's direction.

B - E no changes.

F. Evidence Based Practices (EBP)

(a) All programming and treatment delivered to offenders shall adhere to evidence-based or research-driven practices and shall be subject to ongoing quality assurance and evaluation to ensure fidelity to delivery standards.

(b) All programming and treatment shall be delivered by appropriately trained personnel as required by delivery standards.

(c) CONTRACTOR shall participate in the DEPARTMENT'S process for approving treatment and programming curriculum, as directed by the DEPARTMENT. CONTRACTOR shall not deliver treatment and programming curriculum not approved by the DEPARTMENT.

(~~e~~d) CONTRACTOR will submit an annual report during the month of July to the ~~Facilities Contract Manager~~ MASC Administrator that describes current treatment and programming available within the facility and through referral to offenders.

3) Section 4, Warranties, is hereby deleted as it has no application in this type of services contract.

4) Section 5.1 is amended as follows:

A. Department shall pay Contractor **$75.00** per hour for: ~~not to exceed thirty thousand four hundred twenty and 00/100 Dollars **($30,420.00)** annually for the services described herein.~~

- Individual and group sex offender treatment;
- Sex offender assessments; and
- Sex offender evaluations.

Psychosexual evaluations shall be paid at the Judicial rate (currently $1,350 per evaluation.)

B. Department shall pay Contractor for mental health services performed at the facility at the Department's request, at the Medicaid reimbursement rate in effect for that service when the evaluation is performed. §§53-6-1312, MCA and 53-6-155(8), MCA.

C. The total contract maximum for services shall not exceed forty-five thousand and no/100 Dollars ($45,000.00) annually for the services described herein.

D. CONTRACTOR shall submit invoices containing detail descriptions of the services provided during the hours invoiced, including the names of the offenders receiving services.

~~**B.**~~ **E.** This rate is inclusive of all travel and per diem. Department will not compensate Contractor for travel or travel time, lodging, meals, supplies, or any other expense incurred by Contractorwhile performing services identified within this Contract.

5) Section 11, Licensure, is amended as follows:

CONTRACTOR agrees to provide the State with copies of appropriate current licenses ~~and certifications~~ issued under Title 37 of the Montana Code Annotated ~~that register Contractor and any associates~~ for all persons performing services under this Contract.

6) Section 17.3, Reduction of Funding is amended as follows:

The Department must by law ~~terminate~~ cancel this contract if funds are not appropriated or otherwise made available to support the Department's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the Department budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the Department shall ~~terminate~~ cancel this contract as required by law. The Department shall provide Contractor the date the Department's ~~termination~~ cancelation shall take effect. The Department shall not be liable to Contractor for any payment that would have been payable had the contract not been ~~terminated~~ cancelation under this provision. As stated above, the Department shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the Department's ~~termination~~ cancelation takes effect. This is Contractor's sole remedy. The Department shall not be liable to Contractor for any other payments or damages arising from ~~termination~~ cancelation under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

7) Section 29, Scope, Entire Agreement, and Amendment is amended as follows:

29.1 Contract. This contract consists of 11 numbered pages ~~and any Attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.~~ plus any Attachments referred to within the numbered pages of the Contract provided they have been expressly incorporated herein by reference.

29.2 Entire Agreement. These documents are the entire agreement of the parties. ~~They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.~~ All prior negotiations, representations, and understandings between the parties are superseded by the Contract. Any amendment or modification must be in a written agreement signed by the parties.

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

DEPARTMENT

DocuSigned by:
Megan Coy
81BB6FEFC95846B...

6/11/2019

Megan Coy, Bureau Chief
Programs and Facilities Bureau

Date

CONTRACTOR

DocuSigned by:
Brenda Erdelyi
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6/11/2019

Brenda Erdelyi, LCSW
Catalyst Counseling, PLLC

Date

Reviewed for Legal Content by:

DocuSigned by:
Lorraine Schneider
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Legal Counsel
Department of Corrections

6/11/2019

Date

Reviewed as to Form by:

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Penny Moon
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Procurement Officer
Department of Corrections

6/11/2019

Date