CONTRACT AMENDMENT NO. 1
East Prairie Consulting
CONTRACT NO: COR-SVCS-2018-0112-YSD

This CONTRACT AMENDMENT No.1 is to amend the above-referenced contract between the State of Montana, Department of Corrections (STATE), whose address and phone number are 5 South Last Chance Gulch, Helena, MT 59601, 406-444-3930 and East Prairie Consulting, (CONTACTOR), whose address and phone number are P. O. Box 212, Miles City, MT 59301 and (406)-853-5822. This Contract is amended for the following purpose(s):

1) In accordance with the section entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend this Contract for the period February 1, 2019, through January 31, 2020 per the terms, conditions, and prices agreed upon. This is the 1st renewal, 2nd year of the Contract.

2) Section 3, Services ~~and/or Supplies~~ is amended as follows (old language interlined, new language underlined):

CONTRACTOR will conduct Out-Patient Sexual Offender groups for youth incarcerated at Pine Hills Youth Correctional Facility located at 4 N Haynes Ave, Miles City, MT 59301. Groups will be two hours in length and will be conducted ~~twice per week~~ as needed.

CONTRACTOR will provide one-on-one sessions on a referral basis. Sessions will be one and a half hours in length and will be conducted as needed.

CONTRACTOR will provide risk assessments for placement. and

CONTRACTOR will provide full psychosexual assessment services.

All services shall be delivered by appropriately licensed personnel and in keeping with industry best practice standards of care.

3) Section 4, Warranties, is hereby deleted as it has no application to the type of services delivered by this Contract.

4) Section 5, Consideration/Payment, is amended as follows (old language interlined, new language underlined):

In consideration of the services to be provided, the Department shall pay Contractor according to the following schedule:

A. Department shall pay Contractor:

i. ~~$75.00~~50.00 per two-hour group session, per youth~~,~~;

ii. $75.00 per 1.5 hour one-on-one session, per youth;

iii. $700.00 per risk assessment for placement purposes, per youth;

iv. $1,350 for full psychosexual services, per youth.

~~and $50.00 per individual one-on-one sessions, per youth,~~

B. The total contract price shall not exceed ~~not to exceed~~ ~~seven thousand eight hundred and 00/100 Dollars ($7,800.00)~~ **sixteen thousand and 00/100 Dollars ($16,000.00)** annually for the services described herein.

5) Section 11, Licensure, is amended as follows (old language interlined, new language underlined):

Contractor agrees to provide the State with copies of appropriate current licenses issued under Title 37 of the Montana Code Annotated for all persons performing services under this Contract.

6) Section 17, Contract Termination is amended as follows (old language interlined, new language underlined):

17.3 Reduction of Funding. 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 (old language interlined, new language underlined):

29.1 Contract. This contract consists of 9 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.

Except as modified above, all other terms and conditions of Contract No. **COR-SVCS-2018-0112-YSD** remain unchanged.

STATE OF MONTANA
Department of Corrections
5 South Last Chance Gulch
Helena, MT 59601

BY: _____
Steve Ray, Superintendent
Youth Services Division

DATE: 4-29-19

East Prairie Consulting
P. O. Box 211
Miles City, MT 59301

BY: Alice L. Hougardy
Alice Hougardy, LCPC
East Prairie Consulting

DATE: 5-3-19

Approved as to Legal Content:

_____
Legal Counsel (Date)