

**CONTRACT AMENDMENT
CONTRACT 15-030-PPD**

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Next Step Counseling L.L.C.** (CONTRACTOR) 1332 River Street, Suite D, Missoula, MT 59801 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of January 14, 2015 and Section 19 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on January 31, 2017 and Section 5 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. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide substance abuse services (to offenders under supervision of DEPARTMENT) as outlined below. Services will be provided at Next Step Counseling, located at 1332 River Street in Missoula, Montana. A licensed addictions counselor will provide services. Services shall include:

A.-B. No changes

~~C. In order to assist the Department in collecting useable and measurable data on offenders participating in treatment, CONTRACTOR agrees to input participating offender data into Department of Public Health and Human Services (DPHHS) Substance Abuse Management System (SAMS). Data entry for MDOC CONTRACTORS is condensed from typical DPHHS SAMS data entry and does not require an Addictions Severity Index (ASI). CONTRACTOR data entry for offenders currently being served is expected to take a minimal amount of time (approximately 10 minutes/offender) and should occur as part of the CONTRACTOR'S regular course of CD treatment services offered to offenders. SAMS is web based software and CONTRACTOR must have a computer that supports Windows 2000 or higher, with the latest operating system updates, virus protection software and other updates as they are made available; and a high speed internet connection with Java loaded, prior to accessing or entering data into SAMS.~~

~~Within ninety (90) days of Contract execution or upon the earliest available training offered, CONTRACTOR must complete or have completed DPHHS SAMS Training. CONTRACTOR may attend one day (required) or two day (optional) SAMS training offered in Helena through DPHHS. Contractor will not be charged for the training and will not receive financial reimbursement from DEPARTMENT for attending. CONTRACTOR may also receive training through other approved treatment providers approved by DPHHS. If CONTRACTOR attends SAMS training offered through DPHHS, all licensed addictions counselors (LACs) completing the training will be eligible for 7 Continuing Education credits for one day training and 12 for two day training.~~

RECEIVED

NOV 15 2016

ACCOUNTING
DEPT. OF CORRECTIONS

~~CONTRACTOR may use offender self report forms to gather applicable offender data, as long as the CONTRACTOR is available for offender questions and clarifies with the offender any reported information that appears to be conflicting or confusing. CONTRACTOR will complete SAMS data entry for 6 and 12 month follow ups on all offenders discharged from treatment as complete. The local Probation and Parole Office where offenders are initially served will assist the CONTRACTOR in locating offenders for follow up and forward applicable offender paperwork to the supervising Probation and Parole Officer. The local Probation and Parole Office will ensure that applicable offender paperwork is returned to the CONTRACTOR in a timely manner in order to allow for SAMS data entry.~~

~~In addition to entering applicable offender data into SAMS, CONTRACTOR agrees to provide any SAMS data, statistics, and information that the Department reasonably requires.~~

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

DEPARTMENT

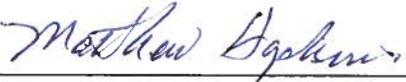


Kevin Olson, Administrator
Probation and Parole Division

10/31/14

Date

CONTRACTOR

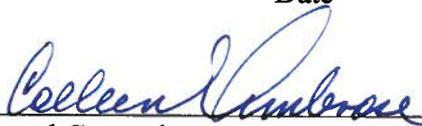


Matthew Hopkins, MSW LAC, Manager
Next Step Counseling L.L.C.

11/8/16

Date

Reviewed for Legal Content by:



Legal Counsel
Department of Corrections

10-25-16

Date

**CONTRACT AMENDMENT
CONTRACT 15-030-PPD**

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Next Step Counseling L.L.C.** (CONTRACTOR) 1332 River Street, Suite D, Missoula, MT 59801 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of January 14, 2015 and Section 19 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on January 31, 2016 and Section 5 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. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on **January 31, ~~2016~~ 2017**, unless either party provides a written notice of cancelation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to January 31, 2016, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

In no event may this Contract continue or be renewed for a period exceeding a total of **seven (7) years**.

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

DEPARTMENT



Kevin Olson, Administrator
Probation and Parole Division

1/4/16

Date

CONTRACTOR



Matthew Hopkins, MSW LAC, Manager
Next Step Counseling L.L.C.

1/18/16

Date

Reviewed for Legal Content by:



Legal Counsel
Department of Corrections

12-30-15

Date

1. Parties

The Montana Department of Corrections (DEPARTMENT) and **Next Step Counseling L.L.C. (CONTRACTOR)** enter into this Contract (**15-030-PPD**). The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Probation and Parole Division
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Next Step Counseling L.L.C.
Matthew Hopkins, MSW LAC
1332 River Street, Suite D
Missoula, MT 59801
Phone # (406)728-4535

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide substance abuse services (to offenders under supervision of DEPARTMENT) as outlined below. Services will be provided at Next Step Counseling, located at 1332 River Street in Missoula, Montana. A licensed addictions counselor will provide services. Services shall include:

A. Substance abuse services, consisting of a weekly continuing care (aftercare) group, shall be provided to offenders and/or WATCH graduates under the supervision of the Missoula Regional Probation & Parole staff after referral from the offender's supervising Probation & Parole officer. CONTRACTOR agrees to give priority for group placement to WATCH graduates.

- i. Continuing care (aftercare) groups shall be provided for WATCH graduates to help them identify and manage high-risk situations that may cause relapse. Management of irrational thoughts, unmanageable feelings, self-destructive urges, and self-defeating behaviors will be the focus of this group (2 hours weekly plus 1 hour weekly for reports).
- ii. Monitoring groups shall be provided for WATCH graduates to provide a continuing relapse prevention support group for clients to assist in maintaining abstinence during their probationary period. This group will be provided monthly, at the offender's expense of \$20.00 per session.
- iii. CONTRACTOR shall provide DEPARTMENT with offender progress reports (as requested by designated P&P staff) and discharge summaries within thirty (30) days of completion or termination from programming.
- iv. CONTRACTOR shall provide DEPARTMENT with a weekly report outlining names of clients utilizing program monies that have missed any scheduled appointments and/or group sessions and the date(s) of said misses.
- v. Monies may be made available for additional DEPARTMENT clients; however, DEPARTMENT will provide CONTRACTOR with a signed referral form for such clients. CONTRACTOR agrees not to provide services to an offender without receipt of a proper referral form.

- B. Maintaining confidential offender files of all substance abuse services and participants, and ensure that record keeping requirements are complete according to policies/procedures provided by the Probation & Parole staff.
- C. In order to assist the Department in collecting useable and measurable data on offenders participating in treatment, CONTRACTOR agrees to input participating offender data into Department of Public Health and Human Services (DPHHS) Substance Abuse Management System (SAMS). Data entry for MDOC CONTRACTORS is condensed from typical DPHHS SAMS data entry and does not require an Addictions Severity Index (ASI). CONTRACTOR data entry for offenders currently being served is expected to take a minimal amount of time (approximately 10 minutes/offender) and should occur as part of the CONTRACTOR'S regular course of CD treatment services offered to offenders. SAMS is web-based software and CONTRACTOR must have a computer that supports Windows 2000 or higher, with the latest operating system updates, virus protection software and other updates as they are made available; and a high speed internet connection with Java loaded, prior to accessing or entering data into SAMS.

Within ninety (90) days of Contract execution or upon the earliest available training offered, CONTRACTOR must complete or have completed DPHHS SAMS Training. CONTRACTOR may attend one-day (required) or two-day (optional) SAMS training offered in Helena through DPHHS. Contractor will not be charged for the training and will not receive financial reimbursement from DEPARTMENT for attending. CONTRACTOR may also receive training through other approved treatment providers approved by DPHHS. If CONTRACTOR attends SAMS training offered through DPHHS, all licensed addictions counselors (LACs) completing the training will be eligible for 7 Continuing Education credits for one-day training and 12 for two-day training.

CONTRACTOR may use offender self-report forms to gather applicable offender data, as long as the CONTRACTOR is available for offender questions and clarifies with the offender any reported information that appears to be conflicting or confusing. CONTRACTOR will complete SAMS data entry for 6 and 12 month follow-ups on all offenders discharged from treatment as complete. The local Probation and Parole Office where offenders are initially served will assist the CONTRACTOR in locating offenders for follow-up and forward applicable offender paperwork to the supervising Probation and Parole Officer. The local Probation and Parole Office will ensure that applicable offender paperwork is returned to the CONTRACTOR in a timely manner in order to allow for SAMS data entry.

In addition to entering applicable offender data into SAMS, CONTRACTOR agrees to provide any SAMS data, statistics, and information that the Department reasonably requires.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successfully delivery of services, provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR **\$25.00 per hour for each billable hour** (including direct substance abuse services and data entry), not to exceed nine thousand six hundred and 00/100 dollars (\$9,600.00) annually for the after care services described herein. DEPARTMENT will not reimburse contractor for the monthly monitoring groups (offender responsibility as per Section 2A(ii) above).

- B. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice.
- C. DEPARTMENT may withhold payment to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g. Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on **January 31, 2016**, unless either party provides a written notice of cancelation at least 30 days prior. In the event neither party provides a written notice of cancelation 30 days prior to January 31, 2016, this Contract shall continue on a month-to-month basis until such time as the parties mutually agree to an annual renewal of the contract or either party provides a written 30 day notice of cancellation.

In no event may this Contract continue or be renewed for a period exceeding a total of **seven (7) years**.

6. LIASONS AND NOTICE

- A. Kim Lahiff, Regional Administrator, (406-542-7130), 2415 Mullan Road, Missoula, MT 59808 or designee who serves as DEPARTMENT liaison.
- B. Matthew Hopkins, Manager, (406-728-4535), 1332 River Street, Ste D, Missoula, MT 59801 or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts and Facilities Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the DEPARTMENT, its elected and appointed officials, agents and employees from and against all legal, equitable or administrative claims, causes of action, damages, losses and expenses, of any kind or character, including but not limited to attorneys' fees and the costs of defense, arising in favor of CONTRACTOR'S employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of an offender's constitutional or statutory rights, or to injury to or destruction of tangible property except for such claims, causes of action, damages, losses or expenses which are solely due to the fault or negligence of the party seeking indemnity.

10. INSURANCE

A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any

material change in insurance coverage, such as changes in limits, coverage's, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insured's; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

- C. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

11. ACCESS AND RETENTION OF RECORDS

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. AMANDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973.

CONTRACTOR will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601 ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. CONTRACTOR shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

19. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

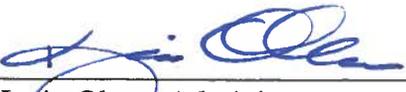
21. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts and Facilities Management Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301

SIGNATURE

DEPARTMENT

CONTRACTOR



Kevin Olson, Administrator
Probation and Parole Division



Matthew Hopkins, MSW LAC, Manager
Next Step Counseling L.L.C.

1/9/15

Date

1/14/15

Date

Approved for Legal Content by:



Legal Counsel
Department of Corrections

12-31-14

Date