

CONTRACT AMENDMENT
CONTRACT 12-023-ACCD
Substance Abuse Services-Shelby P&P

THIS CONTRACT AMENDMENT (**Amendment #8**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Julie Messerly, LAC and Corin Fisch, LCPC, LAC DBA The Misfits, LLC** (CONTRACTOR) 1125 2nd Ave. North, Great Falls, MT 59406 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 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**):

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR will provide forty (40) hours of substance abuse services per week to offenders under the supervision of Great Falls Probation & Parole staff, after referral from the offender's supervising Probation & Parole (P&P) Officer. CONTRACTOR will provide services at their office located at 1125 2nd Ave. North, in Great Falls, Montana, A licensed addictions counselor and/or licensed clinical professional counselor will provide services. CONTRACTOR will provide the following services:

A.-D. No changes.

~~E. Performance Measures~~

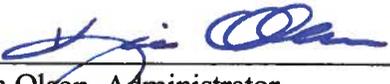
~~In order to assist the Department in collecting useable and measurable data on offenders participating in treatment, CONTRACTOR agrees to input participating offender data into Department of Public Health and Human Services (DPHHS) Substance Abuse Management System (SAMS). Data entry for MDOC CONTRACTORS 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.~~

DEPARTMENT

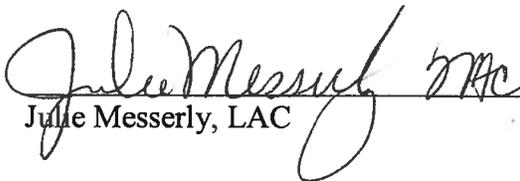


Kevin Olson, Administrator
Probation and Parole Division

10/31/16

Date

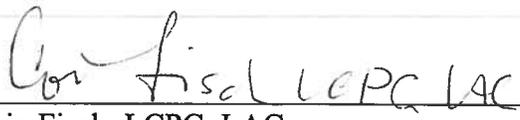
CONTRACTOR



Julie Messerly, LAC

11/8/16

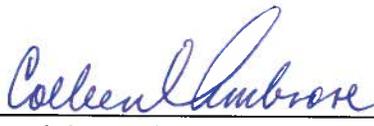
Date



Corin Fisch, LCPC, LAC

11/8/16

Date

Reviewed for Legal Content by: 

Legal Counsel
Department of Corrections

11/3/16

Date

CONTRACT AMENDMENT
CONTRACT 12-023-ACCD
Substance Abuse Services-Great Falls P&P

THIS CONTRACT AMENDMENT (**Amendment #7**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Julie Messerly, LAC and Corin Fisch, LCPC, LAC DBA The Misfits, LLC** (CONTRACTOR) 1125 2nd Ave. North, Great Falls, MT 59406 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 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**):

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR will provide forty (40) hours of substance abuse services per week to offenders under the supervision of Great Falls Probation & Parole staff, after referral from the offender's supervising Probation & Parole (P&P) Officer. CONTRACTOR will provide services at their office located at 1125 2nd Ave. North, in Great Falls, Montana, A licensed addictions counselor and/or licensed clinical professional counselor will provide services. CONTRACTOR will provide the following services:

A. Seventeen (17) hours per month of substance abuse services, consisting of offender-specific groups for offenders who have completed the WATCH Program, meth programs (NEXUS and Elkhorn), or other chemical dependency (CD) treatment programs, and offenders placed in the ISP Sanction Program. In order to participate in the ISP Sanction program, offenders will need an assessment or reassessment of need. DEPARTMENT will facilitate CONTRACTOR in obtaining the most recent CD evaluation or discharge summary from a treatment program. CONTRACTOR will provide up to 9 hours per week of Intensive Outpatient (IOP) chemical dependency group if deemed an appropriate level of care.

B.-E. No changes.

F. Case management services for offenders referred by Great Falls Probation and Parole. Referrals to case management must be approved by a supervisor (P&P Officer II or RA) on a standard P&P form. Priority for services will be for high risk and homeless offenders. Case management services will be provided by a licensed addictions counselor, licensed professional counselor or other appropriately trained staff and will include but not be limited to:

1-7. No changes.

8. Referral to domestic violence specific MRT group.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR, for services listed in section 2. A.-E., an amount not to exceed sixty eight thousand two hundred forty and 00/100 Dollars (**\$68,240.00**) per State Fiscal Year for the services described herein. CONTRACTOR will collect a **\$25.00 copayment** from each offender referred for services. CONTRACTOR agrees to deduct the amount of copayments received from the monthly invoice submitted to the DEPARTMENT, by listing all offenders who have made a copayment that month. On a quarterly basis, CONTRACTOR will also submit to the DEPARTMENT, a list of offenders with unpaid copayments. If state funding is approved, offender will be assessed for sliding fee scale services in addition to eligibility for funding from Medicaid expansion.
- B. DEPARTMENT shall pay CONTRACTOR, for services listed in section 2. F.-I., \$200.00 per CD, MH, or GA evaluation, \$57.26 per CD, MH, or GA individual session, \$100.00 per CD or MH group session, \$40.00 per hour or \$10 per 15 minute increment for case management, \$150 per medical evaluation, \$75 per medication review, \$50.00 per hour for up to 9 hours of IOP per week, \$99 per medication adjustment, an initial cost of \$200.00 per offender for domestic violence specific MRT group and \$15.00 per class, not to exceed ~~twenty five thousand and 00/100 Dollars (\$25,000.00)~~ **thirty thousand and 00/100 (\$30,000.00)** annually.
- C.-G. No Changes.

5. TIME OF PERFORMANCE

This Contract shall take effect upon final contract signature. This Contract shall expire on **June 30, 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 June 30, 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

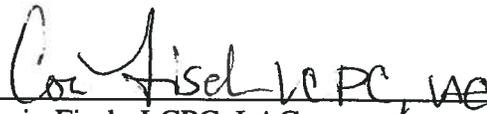

Kevin Olson, Administrator
Probation and Parole Division

5/25/16
Date

CONTRACTOR


Julie Messerly, LAC

6-1-2016
Date


Corin Fisch, LCPC, LAC

6-1-2016
Date

Reviewed for Legal Content by:


Legal Counsel
Department of Corrections

5-25-16
Date

CONTRACT AMENDMENT
CONTRACT 12-023-ACCD
Substance Abuse Services-Great Falls P&P

THIS CONTRACT AMENDMENT (**Amendment #6**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Julie Messerly, LAC and Corin Fisch, LCPC, LAC DBA The Misfits, LLC** (CONTRACTOR) 1125 2nd Ave. North, Great Falls, MT 59406 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2015 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**):

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR will provide forty (40) hours of substance abuse services per week to offenders under the supervision of Great Falls Probation & Parole staff, after referral from the offender's supervising Probation & Parole (P&P) Officer. CONTRACTOR will provide services at their office located at 1125 2nd Ave. North, in Great Falls, Montana, A licensed addictions counselor and/or licensed clinical professional counselor will provide services. CONTRACTOR will provide the following services:

- A. Seventeen (17) hours per month of substance abuse services, consisting of offender-specific groups for offenders who have completed the WATCH Program, meth programs (NEXUS and Elkhorn), or other chemical dependency (CD) treatment programs, and offenders placed in the ISP Sanction Program. CONTRACTOR will provide up to 9 hours per week of Intensive Outpatient (IOP) chemical dependency group if deemed an appropriate level of care.
- B. Evaluation of offenders to determine current status of chemical dependency (CD) for treatment placement or to fulfill legal requirements. The SUDDS-IV, SASSI-3 and a bio-psychosocial assessment or discharge summary from a contracted DEPARTMENT facility or other appropriate CD treatment program shall be used to determine ~~DSM-IV~~ DSM-V criteria and ASAM patient placement criteria. Assessments will be requested by P&P Officers and referred upon approval of the Regional Administrator (RA) or supervising P&P Officer II. Offenders who are discharging from a treatment facility will not require a new assessment to utilize treatment services under this Contract. Up to seven (7) assessments per month will be provided.

C.-J. No changes

3. **COMPENSATION/BILLING**

- A. No changes
- B. DEPARTMENT shall pay CONTRACTOR, for services listed in section 2. F.-I., ~~\$150.00~~ **\$200.00** per CD, MH, or GA evaluation, \$57.26 per CD, MH, or GA individual session, \$100.00 per CD or MH group session, \$40.00 per hour or \$10 per 15 minute increment for case management, \$150 per medical evaluation, \$75 per medication review, **\$50.00 per hour for up to 9 hours of IOP per week**, and \$99 per medication adjustments not to exceed **twenty five thousand and 00/100 Dollars (\$25,000.00) annually.**
- C.-G. No Changes.

5. **TIME OF PERFORMANCE**

~~This Contract shall take effect July 1, 2011 and shall terminate on June 30, 2015, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of seven (7) years.~~

~~Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.~~

This Contract shall take effect upon final contract signature. This Contract shall expire on **June 30, 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 June 30, 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

5/28/15

Date

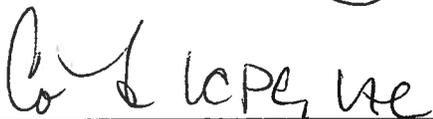
CONTRACTOR



Julie Messerly, LAC

5/28/15

Date



Corin Fisch, LCPC, LAC

5/28/15

Date

Reviewed for Legal Content by:



Legal Counsel
Department of Corrections

5-20-15

Date

CONTRACT AMENDMENT
CONTRACT 12-023-ACCD
Substance Abuse Services-Great Falls P&P

THIS CONTRACT AMENDMENT (**Amendment #5**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Julie Messerly, LAC and Corin Fisch, LCPC, LAC DBA The Misfits, LLC** (CONTRACTOR) 1125 2nd Ave. North, Great Falls, MT 59406 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2014 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**):

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

A. DEPARTMENT shall pay CONTRACTOR, for services listed in section 2. A.-E., an amount not to exceed ~~eighty six thousand seven hundred twenty~~ sixty eight thousand two hundred forty and 00/100 Dollars (~~\$86,720.00~~) (\$68,240.00) per State Fiscal Year for the services described herein. CONTRACTOR will collect a **\$25.00 copayment** from each offender referred for services. CONTRACTOR agrees to deduct the amount of copayments received from the monthly invoice submitted to the DEPARTMENT, by listing all offenders who have made a copayment that month. On a quarterly basis, CONTRACTOR will also submit to the DEPARTMENT, a list of offenders with unpaid copayments.

B. DEPARTMENT shall pay CONTRACTOR, for services listed in section 2. F.-I., \$150.00 per CD, MH, or GA evaluation, \$57.26 per CD, MH, or GA individual session, \$100.00 per CD or MH group session, \$40.00 per hour or \$10 per 15 minute increment for case management, \$150 per medical evaluation, \$75 per medication review, and \$99 per medication adjustments not to exceed ~~twenty seven thousand and 00/100 Dollars (\$27,000.00)~~ twenty five thousand and 00/100 Dollars (\$25,000.00) annually.

C.-G. No Changes.

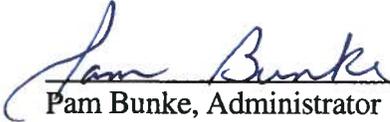
5. TIME OF PERFORMANCE

This Contract shall take effect July 1, 2011 and shall terminate on June 30, ~~2014~~ 2015, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of seven (7) years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

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

DEPARTMENT

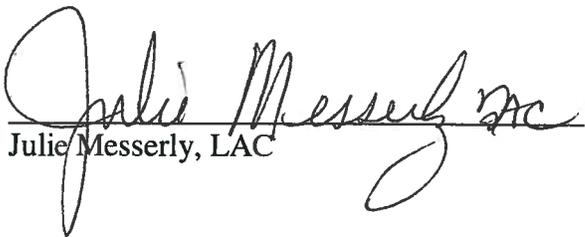


Pam Bunke, Administrator
Adult Community Corrections Division

6-16-14

Date

CONTRACTOR



Julie Messerly, LAC

6/23/14

Date

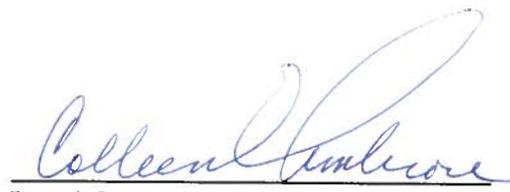


Corin Fisch, LCPC, LAC

6/23/14

Date

Reviewed for Legal Content by:



Legal Counsel
Department of Corrections

6-16-14

Date

**CONTRACT AMENDMENT
CONTRACT 12-023-ACCD**

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Julie Messerly, LAC and Corin Fisch, LCPC, LAC DBA The Misfits, LLC** (CONTRACTOR) 1125 2nd Ave. North, Great Falls, MT 59406 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2014 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**):

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

A. DEPARTMENT shall pay CONTRACTOR, for services listed in section 2. A.-E., ~~\$5686.66 per month~~ an amount not to exceed ~~sixty eight thousand two hundred forty eight six thousand seven hundred twenty and 00/100 Dollars (\$68,240.00)~~ (\$86,720.00) per State Fiscal Year for the services described herein. CONTRACTOR will collect a **\$25.00 copayment** from each offender referred for services. CONTRACTOR agrees to deduct the amount of copayments received from the monthly invoice submitted to the DEPARTMENT, by listing all offenders who have made a copayment that month. On a quarterly basis, CONTRACTOR will also submit to the DEPARTMENT, a list of offenders with unpaid copayments.

B. DEPARTMENT shall pay CONTRACTOR, for services listed in section 2. F.-I., \$150.00 per CD, MH, or GA evaluation, \$57.26 per CD, MH, or GA individual session, \$100.00 per CD or MH group session, \$40.00 per hour or \$10 per 15 minute increment for case management, \$150 per medical evaluation, \$75 per medication review, and \$99 per medication adjustments not to exceed ~~twenty five thousand and 00/100 Dollars (\$25,000) annually~~ twenty seven thousand and 00/100 Dollars (\$27,000.00) annually.

C.-G. No Changes.

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

DEPARTMENT

Cathy Gordon, acting
Pam Bunke, Administrator
Adult Community Corrections Division

5-2-14
Date

CONTRACTOR

Julie Messerly, LAC
Julie Messerly, LAC

5-6-14
Date

Corin Fisch, LCPC, LAC
Corin Fisch, LCPC, LAC

5-6-2014
Date

Reviewed for Legal Content by:

[Signature]
Legal Counsel
Department of Corrections

5-1-14
Date

CONTRACT AMENDMENT CONTRACT 12-023-ACCD

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 5 S. Last Chance Gulch, Helena, Montana 59620-1301 and **Julie Messerly, LAC and Corin Fisch, LCPC, LAC DBA The Misfits, LLC** (CONTRACTOR) 1125 2nd Ave. North, Great Falls, MT 59406 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2013 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**):

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

A.-F. No Changes

G. Gambling addiction (GA) assessments and individual gambling addiction sessions.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

A. No Changes.

B. DEPARTMENT shall pay CONTRACTOR, for services listed in section 2. F.-I., \$150.00 per CD, MH, or GA evaluation, \$57.26 per CD, MH, or GA individual session, \$100.00 per CD or MH group session, \$40.00 per hour or \$10 per 15 minute increment for case management, \$150 per medical evaluation, \$75 per medication review, and \$99 per medication adjustments not to exceed ~~twenty three thousand and 00/100 Dollars (\$23,000) for FY 2013~~ twenty five thousand and 00/100 Dollars (\$25,000.00) annually.

C.-G. No Changes.

5. TIME OF PERFORMANCE

This Contract shall take effect July 1, 2011 and shall terminate on June 30, ~~2013~~ 2014, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of seven (7) years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

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

DEPARTMENT


Pam Bunke, Administrator
Adult Community Corrections Division

7-26-13
Date

CONTRACTOR


Julie Messerly, LAC

8/5/13
Date


Corin Fisch, LCPC, LAC

8/5/13
Date

Reviewed for Legal Content by:


Legal Counsel
Department of Corrections

7/20/13
Date

CONTRACT AMENDMENT CONTRACT 12-023-ACCD

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 **Julie Messerly, LAC and Corin Fisch, LCPC, LAC DBA The Misfits, LLC** (CONTRACTOR) 1125 2nd Ave. North, Great Falls, MT 59406 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

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

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

A.-E. No Changes

F. Case management services for offenders referred by Great Falls Probation and Parole. Referrals to case management must be approved by a supervisor (P&P Officer II or RA) on a standard P&P form. Priority for services will be for high risk and homeless offenders. Case management services will be provided by a licensed addictions counselor, licensed professional counselor or other appropriately trained staff and will include but not be limited to:

1. Initial consultation and application assistance for offenders who may be eligible for public benefit programs including but not limited to SSI/SSDI, MHSP, Medicaid, VA benefits, public health assistance, and medication programs.
2. Assistance with benefit enrollment.
3. Assistance with housing issues, with priority given to homeless offenders, such as filling out housing applications for low income housing, rental assistance, and coordinating services with homeless staff.
4. Employment assistance, including but not limited to, resume development, referrals to job services, referrals to employers, developing employment contacts, daily job search check-ins, vocational rehabilitation referrals, and verification of submitted job applications.
5. Educational programming assistance, including but not limited to, referral to GED, college, and technical school programs and assistance with scholarships, funding, and financial aid and scholarship paperwork for GED, college, and technical school programs.
6. Consultation with providers and probation and parole staff and participation in staffing cases.
7. Budgeting assistance and referrals.

G. Access to a "Fast Track" intake for offenders who are in crisis or immediate need for mental health, chemical dependency, or case management services. Offenders designated as in need of

a "Fast Track" intake will be accepted for services within five (5) working days of designation. "Fast Track" client referrals require a supervisor (P&P Officer II or RA) signature.

- H. Mental health (MH) evaluations not covered through other available mental health programs, as needed and performed by a licensed clinical social worker or licensed clinical professional counselor.
- I. Contractor will monitor mental health medication services. Offenders in need of medications may be eligible for temporary DEPARTMENT funding for medications until approval of alternative funding sources. Case management services will assist the prescribing professional with obtaining and filling out applications for assistance from medical or pharmaceutical programs.
- J. Services provided in sections F. through I. above will be provided to offenders who have submitted an application for public benefits and are awaiting enrollment. Offenders will become ineligible for services provided in sections F. through I. upon enrollment in a public benefit program that funds these services. Offenders with private insurance coverage for any of the above listed services will not be eligible for services under this contract.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR, for services listed in section 2. A.-E., \$5686.66 per month, not to exceed sixty-eight thousand two hundred forty and 00/100 Dollars (**\$68,240.00**) per State Fiscal Year for the services described herein. CONTRACTOR will collect a **\$25.00 copayment** from each offender referred for services. CONTRACTOR agrees to deduct the amount of copayments received from the monthly invoice submitted to the DEPARTMENT, by listing all offenders who have made a copayment that month. On a quarterly basis, CONTRACTOR will also submit to the DEPARTMENT, a list of offenders with unpaid copayments.
- B. DEPARTMENT shall pay CONTRACTOR, for services listed in section 2. F.-I., \$150.00 per CD or MH evaluation, \$57.26 per CD or MH individual session, \$100.00 per CD or MH group session, \$40.00 per hour or \$10 per 15 minute increment for case management, \$150 per medical evaluation, \$75 per medication review, and \$99 per medication adjustments not to exceed **twenty-three thousand and 00/100 Dollars (\$23,000) for FY 2013.**

~~B.-F~~ Renumbered C.-G.

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

Pam Bunke
Pam Bunke, Administrator
Adult Community Corrections Division

4-23-13
Date

CONTRACTOR

Julie Messerly LAC
Julie Messerly, LAC

4/24/13
Date

Corin Fisch LCPC, LAC
Corin Fisch, LCPC, LAC

4/24/13
Date

Reviewed for Legal Content by:

[Signature]
Legal Counsel
Department of Corrections

23 April 13
Date

CONTRACT AMENDMENT CONTRACT 12-023-ACCD

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 **Julie Messerly, LAC and Corin Fisch, LCPC-~~PT~~**, LAC DBA **The Misfits, LLC (CONTRACTOR)** 1125 2nd Ave. North, Great Falls, MT 59406 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2011 and Section 14 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2012 and Section 5 provides that the parties may extend the expiration date of the Contract.

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2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR will provide forty (40) hours of substance abuse services per week to offenders under the supervision of Great Falls Probation & Parole staff, after referral from the offender's supervising Probation & Parole (P&P) Officer. CONTRACTOR will provide services at their office located at 1125 2nd Ave. North, in Great Falls, Montana, A licensed addictions counselor and/or licensed clinical professional counselor will provide services. CONTRACTOR will provide the following services:

- A. ~~Seventeen (17)~~ Twenty-two (22) hours per month of substance abuse services, consisting of offender-specific groups for offenders who have completed the WATCH Program, meth programs (NEXUS and Elkhorn), re-entry specific or other chemical dependency (CD) treatment programs, and offenders placed in the ISP Sanction Program.
- B. Evaluation of offenders to determine current status of chemical dependency (CD) for treatment placement or to fulfill legal requirements. The SUDDS-IV, SASSI-3 and a bio-psychosocial assessment or discharge summary from a contracted DEPARTMENT facility or other appropriate CD treatment program shall be used to determine DSM-IV criteria and ASAM patient placement criteria. ~~Assessments~~ Evaluations will be requested by P&P Officers and referred upon approval of the Regional Administrator (RA) or supervising P&P Officer II. Offenders who are discharging from a treatment facility will not require a new ~~assessment~~ evaluation to utilize treatment services under this Contract. Up to ~~seven (7)~~ eleven (11) ~~assessments~~ evaluations per month will be provided.
- C. Individual CD counseling sessions for offenders who need more support or more frequent contact. CONTRACTOR will provide approximately thirty-eight (38) sessions per month.
- D. Vision-net or conference calls with the re-entry PO and offenders prior to release from an institution. These meetings will be limited to 1 hour sessions and pro-rated accordingly at the regular individual session rate.

3. **COMPENSATION/BILLING**

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR ~~\$4925.00~~ **\$5686.66 per month**, not to exceed ~~forty~~ **sixty-eight thousand two hundred forty and 00/100 Dollars** (~~\$58,240.00~~) **(\$68,240.00)** per State Fiscal Year for the services described herein. CONTRACTOR will collect a **\$25.00 copayment** from each offender referred for services. CONTRACTOR agrees to deduct the amount of copayments received from the monthly invoice submitted to the DEPARTMENT, by listing all offenders who have made a copayment that month. On a quarterly basis, CONTRACTOR will also submit to the DEPARTMENT, a list of offenders with unpaid copayments.

5. **TIME OF PERFORMANCE**

This Contract shall take effect July 1, 2011 and shall terminate on June 30, ~~2012~~ **2013**, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~six (6)~~ **additional seven (7)** years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

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

DEPARTMENT

Pam Bunke
Pam Bunke, Administrator
Adult Community Corrections Division

8/6/12
Date

CONTRACTOR

Julie Messerly
Julie Messerly, LAC

8-8-12
Date

Corin Fisch
Corin Fisch, LCPC, LAC

8/8/12
Date

Reviewed for Legal Content by:

Diana L Koch
Legal Counsel
Department of Corrections

7/30/12
Date



1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Julie Messerly, LAC and Corin Fisch, LCPC-PIT, LAC DBA The Misfits, LLC (CONTRACTOR)** enter into this Contract (12-023-ACCD). The parties names, addresses, and telephone numbers are as follows:

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

Julie Messerly, LAC
Corin Fisch, LCPC-PIT, LAC
DBA The Misfits, LLC
1125 2nd Ave. North
Great Falls, MT 59406
(406) 868-7832

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

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR will provide forty (40) hours of substance abuse services per week to offenders under the supervision of Great Falls Probation & Parole staff, after referral from the offender’s supervising Probation & Parole (P&P) Officer. CONTRACTOR will provide services at their office located at 1125 2nd Ave. North, in Great Falls, Montana, A licensed addictions counselor and/or licensed clinical professional counselor will provide services. CONTRACTOR will provide the following services:

- A. Seventeen (17) hours per month of substance abuse services, consisting of offender-specific groups for offenders who have completed the WATCH Program, meth programs (NEXUS and Elkhorn), or other chemical dependency (CD) treatment programs, and offenders placed in the ISP Sanction Program.
- B. Evaluation of offenders to determine current status of chemical dependency (CD) for treatment placement or to fulfill legal requirements. The SUDDS-IV, SASSI-3 and a bio-psychosocial assessment or discharge summary from a contracted DEPARTMENT facility or other appropriate CD treatment program shall be used to determine DSM-IV criteria and ASAM patient placement criteria. Assessments will be requested by P&P Officers and referred upon approval of the Regional Administrator (RA) or supervising P&P Officer II. Offenders who are discharging from a treatment facility will not require a new assessment to utilize treatment services under this Contract. Up to seven (7) assessments per month will be provided.
- C. Individual CD counseling sessions for offenders who need more support or more frequent contact. CONTRACTOR will provide approximately thirty-eight (38) sessions per month.
- D. Maintain confidential offender files of all substance abuse services, participants, and ensure record keeping requirements are complete according to policies/procedures provided by Probation and Parole staff. Attend in-service meetings to meet with Probation and Parole Officers if necessary, in order to enhance communication.
- E. Performance Measures

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.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR **\$4925.00 per month**, not to exceed fifty-eight thousand two hundred forty and 00/100 Dollars (**\$58,240.00**) per State Fiscal Year for the services described herein. CONTRACTOR will collect a **\$25.00 copayment** from each offender referred for services. CONTRACTOR agrees to deduct the amount of copayments received from the monthly invoice submitted to the DEPARTMENT, by listing all offenders who have made a copayment that month. On a quarterly basis, CONTRACTOR will also submit to the DEPARTMENT, a list of offenders with unpaid copayments.
- B. CONTRACTOR may vary services offered depending upon the needs of referred offenders and P&P staff. The number of groups, individual sessions, and evaluations may fluctuate from month to month as long as the monthly compensation rate for services identified in Section 3 (A) above is not exceeded.

- C. 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 CONTRACTOR while performing services identified within this Contract.
- D. DEPARTMENT agrees to pay CONTRACTOR within thirty (30) days following receipt of a correct invoice.
- E. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- F. 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 July 1, 2011 and shall terminate on June 30, 2012, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of six (6) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

6. LIAISONS AND NOTICE

- A. Dawn Handa, 219 5th Street South, Suite A, Great Falls MT 59405 (406-268-3203) or successor serves as DEPARTMENT liaison.
- B. Julie Messerly, LAC, or Corin Fisch, LCPC-PIT, LAC, 1125 2nd Ave. North, Great Falls, MT 59406 (406-868-7832) or successor serves as CONTRACTOR liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service 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 Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, representatives, assigns, or subcontractors - except the sole negligence of the State under this agreement.

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 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 coverages 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, coverages, 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 \$300,000 per occurrence and \$600,000 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 insureds; 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 Automobile Liability:** CONTRACTOR shall purchase and maintain personal liability coverage in accordance with Montana Statute.

- D. **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. AMENDMENTS

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. 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, without 30 days notice, terminate or reduce the scope of this Contract if available funding is reduced for any reason. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled. (Ref. 18-4-313(4), MCA).
- 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

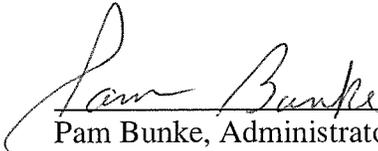
A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

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 Management Bureau, PO Box 201301, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT



Pam Bunke, Administrator
Adult Community Corrections Division

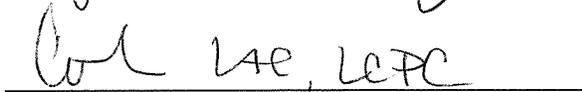
6-16-11
Date

CONTRACTOR



Julie Messerly, LAC

6-17-11
Date



Corin Fisch, LCPC-PIT, LAC

6-17-11
Date

Approved for Legal Content by:



Legal Counsel
Department of Corrections

6/15/11
Date