STATE OF TEXAS §
§
COUNTY OF TRAVIS §

CONTRACT FOR TREATMENT, RE-ENTRY, AND AFTERCARE SERVICES
AMENDMENT 1 to Contract CON0000651

The **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **Southwest Key Programs, Inc., 6002 Jain Lane, Austin, Texas 78721**, hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of **Treatment, Re-entry, and Aftercare Services** for TJJD youth for the period of **September 1, 2016**, through **August 31, 2018**. This contract is identified as **Contract CON0000651**.

Service Provider represents and warrants that the individual signing this Amendment is authorized to sign this document on behalf of the Service Provider and to bind the Service Provider under this Amendment.

The parties hereto agree to be bound by the terms of the existing contract, including prior amendments, if any, subject to the following changes, effective September 1, 2017:

1. The contract is being amended to remove and replace the current **Exhibit B, Pricing Schedule and Service Area** in its entirety with the new attached **Exhibit B, Treatment, Re-Entry and Aftercare Services Fee Schedule dated March 27, 2017**.

2. The contract is being amended to add **Exhibit C, Treatment, Re-Entry and Aftercare Service Area**, which contains service area information that was included in the former Exhibit B, but is now being made separate.

3. The contract is amended as follows under **SECTION I, SERVICE PROVIDER, C. GENERAL REQUIREMENTS:**

   a. Paragraph 7 is deleted and replaced in its entirety with the following:

      "7. Service Provider will provide services in their specified service locations. This will be considered Service Provider's "Catchment" or "Service Area." The counties in which services will be provided, to be known as their "Service Area", are listed in **Exhibit C**. **Exhibit C** also indicates where services will be performed from the following possible locations:

      a. At Service Provider's services locations;
      b. At TJJD high-restriction facilities, district offices, or halfway houses;
      c. At juvenile post-adjudication correctional facilities or probation departments; or
      d. In a youth's home once approval has been granted by the TJJD."

4. The contract is amended as follows under **SECTION I, SERVICE PROVIDER, G. SERVICE REQUIREMENTS:**

   a. Paragraph 7 is deleted and replaced in its entirety with the following:

      "7. Service Provider will provide services in the counties within their Service Area(s) as identified in **Exhibit C**. Services are defined as in office, out of office, and in home services."

5. The contract is amended as follows under **SECTION II, TJJD**:

   a. Paragraphs 12 and 13 are added:

      "12. The TJJD shall pay for services based on a fee schedule for services at the time of delivery. Those rates are included in **Exhibit B, dated March 27, 2017**. However, Service Provider is required to first seek payment through Medicaid, if Service Provider is a Medicaid provider, for Medicaid covered services provided to TJJD youth who are Medicaid recipients and/or by filing insurance claims for TJJD youth who have insurance coverage. Prior to approving service provisions for serving a particular TJJD youth or his or her family, Service

Provider must submit a billing plan indicating whether Medicaid, private insurance, or the TJJD will be billed for each service. Invoices submitted to the TJJD for payment will be reviewed and returned with a reminder to bill the appropriate party if services are determined to be reimbursable by Medicaid (if a Medicaid provider) or private insurance.

13. For services provided to TJJD youth for which Service Provider cannot receive payment through Medicaid or insurance, Service Provider shall submit a monthly invoice to the designated TJJD billing location for services provided, no later than ten (10) working days from the last day of the month for which payment is requested. If a claim is rejected by Medicaid and/or the insurer, Service Provider shall submit an invoice for payment of the claim with the required backup documentation and evidence of claim rejection to the designated TJJD billing location no later than ten (10) working days from the date of notification of rejection. All invoices shall contain the name and TJJD number of the youth for whom services were provided, the date said services were provided, and a description of the services rendered shall be included with the invoice as backup documentation. If the invoice or backup documentation is erroneous or incomplete, it will delay the processing of the invoice."

6. The contract is amended as follows under **SECTION III, CERTIFICATIONS**:

   a. Article 20 is deleted and replaced in its entirety by the following:

   "Article 20: Contracting with Executive Head of State Agency

   Pursuant to Texas Government Code, Section 669.003, Service Provider certifies that he/she/it is not the executive head of the TJJD, was not at any time during the four years prior to the effective date of this contract the executive head of the TJJD, and is not a person or business entity that employs a current or former executive head of a state agency; or Service Provider and the TJJD have complied with the requirements of Section 669.003 concerning board approval and notice to the Legislative Budget Board."

   b. Article 24 is deleted and replaced in its entirety by the following:

   "**Article 24: By signature hereon, Service Provider certifies that:**

   All statements and information prepared and submitted in relation to this contract are current, complete, and accurate."

7. The contract is amended as follows under **SECTION IV, GENERAL PROVISIONS**:

   a. Article 1 is deleted and replaced in its entirety with the following:

   "**Article 1: Relationship of Parties**

   Service Provider is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees. No joint venture, partnership, or agency exists, nor shall be implied by the terms of this contract. No employee of Service Provider shall become an employee of the TJJD by virtue of this contract.

   Service Provider agrees and acknowledges that during the existence of this contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of this contract. Service Provider agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The TJJD shall not be liable to Service Provider, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJD or other state employee. Further, Service Provider shall indemnify and hold harmless the TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims,

demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments."

b. The following Section 5 is added under **Article 6: Termination**:

"**Section 5:** Termination of this contract shall not release Service Provider from liability or obligation set forth in the contract that is expressly stated to survive termination or by its nature would be intended to be applicable following termination, including, but not limited to, provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fee verifications."

c. Article 7 is deleted and replaced in its entirety with the following:

"Article 7: Funding Out Clause

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply. In addition, state agencies are prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium. This contract is subject to termination, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature."

d. **Article 19: Default**, is deleted and shall read as follows:

"**Article 19: RESERVED**"

e. Article 20 is deleted and replaced in its entirety with the following:

"Article 20: Buy Texas

Pursuant to Section 2155.4441 of the Texas Government Code, in performing this contract, Service Provider shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside of Texas."

f. **Article 26: Use of Contract by Local and State Agencies,** 5th paragraph is deleted and replaced in its entirety with the following:

"The Customer shall request services directly from Service Provider. The Customer shall receive and reconcile invoices and client participation reports independent from the TJJD. The Customer shall work directly with the Service Provider in resolving all issues, including litigation, as they relate to services performed under their contract with Service Provider. The Customer shall be billed directly by the Service Provider and make monthly payments from local funds as per the rates in **Exhibit B** (Treatment, Re-entry, Aftercare Services Fee Schedule) of this contract. The TJJD shall have no obligation to pay Service Provider for monies the Customer may owe Service Provider."

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.

For the Texas Juvenile Justice Department:

for David Reilly 10/5/17

David Reilly, Executive Director — Date

For Service Provider:

10/11/17

Signature — Date

Approved as to form:

11/5/17

TJJD Attorney — Date

Exhibit B

CON0000651

Treatment, Re-Entry and Aftercare Services Fee Schedule

The following rates apply to services described in Section 1 of the contract. Reimbursement will be for actual services provided to participants in accordance with fee schedule listed below. Payment is based on "unit of service". A "unit of service" is one (1) continuous hour for individual and family; one and a half (1 ½) continuous hours for group.

Family Re-unification and/or Family Therapy Services:

Required credentials will differ substantially based upon the type(s) of services being provided. The credentials for each program will be evaluated and approved on a case-by-case basis. Types of services include, but are not limited to:

Family Counseling with Youth - $67.57	Crisis Intervention w/ youth family - $67.57
Family Counseling without Youth -$69.96	Parent Training - $70
Multi-family Group Counseling- $22.44	Family Reunification Program - $28 per day

Other Services Provided by Treatment, Re-Entry, and Aftercare Vendors:

Required credentials will differ substantially based upon the type(s) of services being provided. The credentials for each program will be evaluated and approved on a case-by-case basis. Types of services may include, but are not limited to:

Independent Living/ Life Skills Program - $100.08	Job Readiness Skills Training - $53.41
Youth Mentoring - $70	Youth Assistance/Advocacy - $53.39
Gang Intervention - $40	Intensive Case Management/Care Coordination/Wrap Around - $60
Anger Management - $70.55	Animal Therapy - $77.44
Recovery Coach – $0	

Exhibit C

Treatment, Re-Entry and Aftercare Service Area

PERFORMANCE LOCATION(S):

☒ At Specific Service Locations Identified in Proposal (in the counties listed below)

COUNTIES SERVED:

Central and South Texas Region:

San Antonio Area:

Atascosa	Bandera
Bexar	Comal
Frio	Guadalupe
Kendall	Medina
Wilson	

McAllen Area:

Brooks	Cameron
Hidalgo	Kenedy
Starr	Willacy

Killeen Area:

Bell	Burnet
Coryell	Lampasas
McLennan	Milam
Williamson	

Austin Area:

Bastrop	Blanco
Caldwell	Hayes
Travis	

DESIGNATED LOCATION(S) FOR SERVICE:

- [x] TJJD high-restriction facilities (TJJD Institution)
- [x] TJJD Halfway House
- [ ] TJJD Parole or District Office
- [ ] Juvenile post-adjudication correctional facilities or probation departments
- [x] In Youth's home