

STATE OF TEXAS
COUNTY OF TRAVIS

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**CONTRACT FOR SPECIALIZED TREATMENT SERVICES
AMENDMENT 1 to Contract CON0000573**

The Texas Juvenile Justice Department, hereinafter TJJD, and Mark M. Asteris, Jr., 820 Neches, Beaumont, TX 77701, hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of **Specialized Treatment Services** for TJJD youth for the period of **August 15, 2016, through August 31, 2018**. This contract is identified as **Contract CON0000573**.

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:

1. The contract is being amended to remove and replace the current **Exhibit A, Fee Schedule** in its entirety with the new attached **Exhibit A, Fee Schedule dated September 1, 2017 (Specialized Treatment Services Fee Schedule)**.
2. The contract is amended as follows under Section I, Service Provider, D. The Following Applies to All Services:
 - a. Paragraphs 1 and 3 are deleted and replaced in their entirety with the following:

"1. The TJJD shall pay for services based on a fee schedule for services at the time of delivery. Those rates are included in **Exhibit A, Fee Schedule dated September 1, 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."

"3. For services provided to TJJD youth for which Service Provider cannot receive payment through Medicaid or insurance, Service Provider shall submit a monthly invoice (with sign-in sheets (**Exhibit C**) and monthly progress reports) to the designated TJJD billing location (**see Exhibit B**) 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. Completed sign-in sheets (**Exhibit C**) and monthly progress reports 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. Payment will be made in accordance with Chapter 2251 of the Texas Government Code."

3. The contract is amended as follows under Section I, Service Provider, E. Measures of Performance and Quality of Services:
 - a. Paragraph 5 is deleted and replaced in its entirety with the following:

"5. **Outcome Measures:**

- a. For youth completing the program, eighty percent (80%) should have no rearrest within sixty (60) days of treatment completion;
 - b. Number of participants who successfully complete the programs under this contract;
 - c. Youth served will successfully complete parole at higher rates than similar youth who do not participate in aftercare programming;
 - d. Youth served will recidivate at lower rates than similar youth who do not participate in aftercare programming;
 - e. Youth who receive pre-release contact by aftercare providers and field staff will have higher rates of successful completion of parole; and
 - f. Youth served will see increased protective factors and decreased risk factors on the PACT."
4. The contract is amended as follows under Section I, Service Provider, F. Service Provider Responsibilities:
 - a. The following Paragraph 6 is added:

"6. If Service Provider is providing specialized treatment services to a youth that is about to be released from TJJD residential status, Service Provider is required to have a pre-release coordination phone conference call with the youth, the youth's case manager, and Service Provider receiving staff."
5. The contract as amended as follows under Section II, TJJD:
 - a. Paragraphs A and C are deleted and replaced in their entirety by the following:

"A. Determine which youth are eligible for referral to Service Provider's program and make appropriate referrals, giving referral preference to Service Provider if they are a Medicaid provider."

"C. Pay for services rendered by Service Provider in accordance with the fee schedule (Exhibit A) and Section I, D."
6. The contract is amended as follows under Section III, Certifications:
 - a. 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."

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:

Chelsea B. [Signature] for D. Reilly 10/6/17
David Reilly, Executive Director Date

For Service Provider:

[Signature] 12/29/17
Signature Date

Approved as to form:

[Signature] 10/6/17
TJJD Attorney Date

Exhibit A

Specialized Treatment Services Fee Schedule

September 1, 2017

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.

Chemical Dependency/Alcohol and Other Drug (AOD):

Requirements for full billing amount specified in contract (\$85/hour)

- Must be a Licensed Chemical Dependency Counselor (LCDC); or
- Must be a Qualified Credentialed Counselor (QCC) based on another qualifying licensure in accordance with the definition of a QCC established by the Texas Department of State Health Services (DSHS) and have one year of experience providing chemical dependency treatment services to youth

Locations	Individual Counseling	Family Counseling	Group Counseling
Home/Out of Office	\$85	\$85	\$22.44
In Office	\$60	\$65	\$18

Requirements for amount in contract (\$63.75/hour)

- Bachelor's (or higher) and registered with DSHS as an LCDC-I; and
- Actively working toward licensure; and
- One year of experience working with youth in providing chemical dependency treatment services as an LCDC-I

Locations	Individual Counseling	Family Counseling	Group Counseling
Home/Out of Office	\$63.75	\$63.75	\$19
In Office	\$56.55	\$58	\$16

Mental Health Treatment (MH):

- Licensed Master or Doctoral-level therapist board approved for independent practice, i.e. Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC), Licensed Marriage and Family Therapist (LMFT), or Licensed Psychologist; and
- Two years of therapy with juveniles with mental illness and or families

Locations	Individual Counseling	Family Counseling	Group Counseling
Home/Out of Office	\$100.78	\$96.53	\$32.06
In Office	\$70.55	\$67.57	\$22.44

Specialized Treatment Services Fee Schedule September 1, 2017

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Sexual Behavioral Treatment (SB):

- Licensed Sex Offender Treatment Provider (LSOTP); or
- Affiliate Sex Offender Treatment Provider (ASOTP) with submission of an active supervision agreement approved by the Counsel on Sex Offender Treatment (CSOT)

Locations	Individual Counseling	Family Counseling	Group Counseling
In Office	\$100.78	\$96.53	\$32.06
Home/Out of Office	\$100.78	\$96.53	\$32.06

Psychological Assessment:

Doctoral degree:

- In Clinical Psychology, Counseling Psychology, School Psychology, or Educational Psychology; and
- Licensed Psychologist; or

Master's degree:

- In Psychology, School Psychology, or Educational Psychology with at least 2 years of post-master's supervised experience in testing and psychological assessment; and
- Current licensure as an LPC

CNS-MH; LICSW; LMFT; LPCC; LP; NP; Psychiatrist \$156.20
Practitioners \$109.33

Forensic Psychological Assessment:

- Licensed Clinical PhD or PsyD psychologist; and
- Specialized training in forensic assessment as described on resume; and
- 2 years or more experience in providing forensic psychological evaluations; and
- Experience providing court testimony; and
- Resume that reflects the ability to:
 - provide highly specialized assessment of idiosyncratic risk factors for violence, as well as consultative services concerning the potential for dangerousness; and
 - provide comprehensive mitigation, litigation, and trial consultation services

CNS-MH; LICSW; LMFT; LPCC; LP; NP; Psychiatrist \$156.20
Practitioners \$109.33