

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**AMENDMENT 1 TO CONTRACT I1417
FOR HEALTHCARE AND MENTAL HEALTH SERVICES**

The **Texas Juvenile Justice Department**, hereinafter **TJJD**, and The University of Texas Medical Branch at Galveston, hereinafter "UTMB", acknowledge that they have previously entered into an Interagency Cooperation Contract for the provision of youth health services for the period **September 1, 2013** through **August 31, 2015**. This contract is identified as Contract Number I1417.

Both parties wish to continue the relationship that exists without a lapse in services. UTMB agrees to continue to provide services under the aforementioned existing contract, and TJJD agrees to continue to use UTMB's services during the term of this contract. The parties hereto agree to be bound by the terms of the existing contract subject to the following changes:

1. Pursuant to Article XIV. Term and Termination, Paragraph B, this contract is hereby renewed for additional two (2) years, beginning on **September 1, 2015** through **August 31, 2017**.

2. Page 1, RECITALS, sixth paragraph, is revised as follows:

WHEREAS, both TJJD and UTMB understand and agree that TJJD's biennial appropriation for Fiscal Years 2016 and 2017 for Healthcare and Mental Health Care is **\$18,782,819.00**. The amount for Fiscal Year 2016 is **\$9,248,401.00** and the amount for Fiscal Year 2017 is **\$9,534,418.00**.

3. Article I DEFINITIONS, Paragraph D, is revised to add the following:

14. Pharmacy Services

4. Article III, ON-SITE FACILITIES, SERVICES, EQUIPMENT AND SUPPLIES, Section A, Paragraph 5, item b. is revised as follows:

b. Medication Management;

5. Article V STANDARDS OF CARE, Section C, is revised to add the following new paragraph:

7. Prison Rape Elimination Act (PREA) (42 U.S.C. 15601 et seq.).

6. Article VI PAYMENT FOR SERVICES, Section A. is replaced with the following:

A. Subject to the "Not to Exceed" amount specified in Article VIII and the attached budget identified as Exhibit A, which amounts are agreed upon by both parties, TJJD agrees to pay UTMB for the below-described services provided to TJJD under this Agreement.

1. For Health Services, other than Psychiatric, an amount not to exceed \$8,478,120 for Fiscal Year 2016 and \$8,726,408.00 for Fiscal Year 2017.
2. For Psychiatric Services, an amount not to exceed \$770,281.00 for Fiscal Years 2016 and \$808,010.00 for Fiscal Year 2017.
3. TJJD shall issue payment to UTMB in the amount of \$500,000 on the 10th of each month. These funds are to be applied toward the expenses associated with the delivery of services in their respective categories above. On or before the 25th of each month, UTMB will summarize the previous month's actual costs and submit a request for payment to reflect the difference between the actual costs incurred and the payment issued by TJJD.

7. Article XI RECORDS, Paragraph C, is revised as follows:

C Information contained in UTMB's records related to the provision of healthcare services under this Agreement is subject to the confidentiality provisions of Title 3 of the Texas Family Code and Chapter 61 of the Texas Human Resources Code. If UTMB receives a request from a third party (other than those requests related directly to treatment being provided by care providers who are UTMB's employees or UTMB's subcontractors or to facilitate continuity of care for youth transferred from TJJD to TDCJ). UTMB shall on receipt of the request forward it to the Records Management Specialist, Office of General Counsel, Texas Juvenile Justice Department, P.O. Box 12757, Austin, TX 78711 or via fax at (512) 490-7930. If UTMB receives a request for the release of information, treatment providers can release information for treatment purposes to facilitate the treatment needs of the youth/patient.

8. ATTACHMENT I SERVICE LEVELS, Paragraph D. Primary Health Care Services, last sentence, is revised as follows:

Youth at halfway houses will receive primary care by a physician or dentist off-site or via Digital Medical Services (DMS).

9. ATTACHMENT I SERVICE LEVELS, Paragraph F, Item 5, sub-paragraph b is revised as follows:

b. The facility psychiatrist may authorize admission to the clinic for Youth needing psychiatric observation for a psychiatric crisis. If the psychiatrist is not available on site, the Manager of Institutional Clinical Services may authorize the admission with immediate notification of the psychiatrist as outlined in Health Services Policy HSP.04.10.

10. Exhibit A BUDGET, is replaced with the revised Exhibit A BUDGET which is attached and made a part of the contract.

The Parties to this Agreement understand and agree that this Agreement is subject to the approval of the Board of Regents of the University of Texas System.

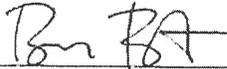
For the Texas Juvenile Justice Department:


David Reilly, Executive Director
8/24/15
Date

For the Service Provider:


Cheryl A. Sadro, CPA, MSM
Executive Vice President
Chief Business & Finance Officer
Approved as to terms:
Cheryl A. Sadro
Printed Name
9/21/15
Date

Content Reviewed



TJJD Attorney
8/24/2015
Date

**EXHIBIT A - BUDGET
TJJD CONTRACT - MEDICAL AND MENTAL HEALTH CONSOLIDATED**

	FY14 Actual	PMPO	FY15 budget	YTD June Actual	Projecting FY16	PMPO	Budgeted FY16	PMPO	Budgeted FY17	PMPO
Average population	1,203				1,146		1,144		1,069	
Net Patient Care Revenue - TJJD	\$ 9,340,004	\$ 21.27	\$ 10,534,889	\$ 7,656,772	\$ 9,217,601	\$ 22.64	\$ 9,248,401	\$ 22.39	\$ 9,534,418	\$ 24.44
Other:	455	0.00		26						
Contract Revenue Benefits	1,916,425	4.38	1,925,006	1,552,980	1,877,269	4.49	1,994,121	4.76	2,088,433	5.35
	11,256,885	25.64	12,559,899	9,279,778	11,094,870	28.52	11,242,522	28.35	11,622,861	29.72
APR Salaries	216,093	0.48	216,049	184,380	220,906	0.53	229,326	0.55	241,317	0.62
Non Teaching Salaries	891,590	2.03	1,065,804	838,247	1,012,000	2.42	1,075,206	2.57	1,128,966	2.89
Faculty Salaries	66,067	0.15	65,000	50,772	61,006	0.15	60,500	0.14	63,525	0.16
Classified Salaries	5,741,628	13.08	6,005,114	4,595,325	5,535,600	13.23	5,512,357	13.17	5,787,975	14.83
Overtime	188,710	0.43	235,000	140,683	169,800	0.41	170,709	0.41	170,709	0.44
Shift Differential	138,912	0.32	145,000	107,957	135,100	0.32	130,510	0.31	130,510	0.33
Longevity Pay	85,582	0.19	90,100	71,086	85,540	0.20	87,135	0.21	87,135	0.22
Accrued Leave Growth / Payout Assessment	66,888	0.15	64,273	48,089	59,200	0.14	81,700	0.20	85,785	0.22
Contract	64,092	0.15	150,000	22,552	27,062	0.06				
Salaries	7,459,362	16.99	8,036,340	6,059,091	7,306,212	17.47	7,347,943	17.56	7,695,922	19.72
Mobile Phone Allowance	4,300	0.01	4,300	3,700	4,440	0.01	4,800	0.01	4,800	0.01
Retiree Health Benefits	278,214	0.63	218,044	175,957	211,150	0.50	223,243	0.53	234,405	0.56
Employer Paid Taxes & Benefits	1,779,012	4.05	2,048,939	1,435,017	1,782,020	4.28	1,968,256	4.30	2,080,968	5.28
Benefits	2,061,526	4.55	2,271,783	1,864,674	1,997,510	4.78	2,195,299	4.74	2,300,173	5.86
Pharmacy	254,414	0.58	330,000	209,940	252,000	0.60	264,862	0.63	256,594	0.66
Supplies	218,710	0.50	350,042	130,669	156,800	0.37	161,117	0.38	154,617	0.40
U/MR Hospital	222	0.00	15,000	718	862	0.00				
U/MR Physician	1,312	0.00	10,000	242	291	0.00				
Offsite Care PAC/PHYS/EMTS	366,258	0.83	564,350	537,698	653,000	1.56	622,000	1.49	591,227	1.52
CMC/IS Services	147,437	0.34	143,606	99,521	119,425	0.29	121,464	0.28	116,586	0.30
Contract IT	28,286	0.06	22,878	17,597	21,120	0.05	22,116	0.05	21,228	0.05
Travel	141,693	0.32	160,000	105,339	126,400	0.30	123,057	0.29	118,116	0.30
Services	155,446	0.35	160,999	133,468	151,400	0.36	147,533	0.33	145,624	0.34
Depreciation	8,982	0.02	8,801	6,444	9,800	0.02	10,722	0.03	10,722	0.03
Shared services	410,704	0.94	386,050	249,944	299,950	0.72	336,131	0.80	322,633	0.83
supplies & services	1,479,049	3.37	1,921,766	1,281,640	1,539,047	3.88	1,444,140	3.45	1,380,784	3.54
Total Operating Expenses	11,253,351	25.63	12,559,889	9,215,346	11,094,870	28.52	11,253,244	26.85	11,633,573	29.82