

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

AMENDMENT 1 TO CONTRACT AMSS144

The Texas Juvenile Justice Department, hereinafter TJJD, and John T. Conboy, 12 Townhouse Circle, Wimberley Tx 78676, hereinafter Service Provider, acknowledge that they have previously entered into a contract for the provision of services for the period September 26, 2013 through December 31, 2013. This contract is identified as Contract AMSS144.

Both parties wish to continue the relationship that exists without a lapse in services. Service Provider agrees to continue to provide services under the aforementioned existing contract, and TJJD agrees to continue to use Service Provider'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 Section IV, General Provision, Article 10: Contract Term, this Contract is hereby renewed beginning on January 1, 2014 through August 31, 2015.
- 2. Section I. Service Provider, B. Mental Health Treatment (MH), is hereby deleted in its entirety.
- 3. Section I. Service Provider, A. Alcohol and Other Drug Treatment, C. Sexual Behavior Treatment, is hereby revised as follows:
 - 6. Provide the following:
 - a. Services will be provided based on the youth's need for an agreed upon length of time and type as discussed with the youth's PSW. If group services are preferred, but not feasible because there are not enough youth available, the Service Provider shall include individual treatment services. Individual services shall be a minimum of one (1) continuous hour per month. The one (1) continuous hour should be for at least fifty (50) minutes of treatment services and ten (10) minutes of case management. The individual treatment services shall not be for more than one (1) continuous hour per week, unless it is mutually agreed upon by both parties to provide additional individual treatment services up to two (2) continuous hours per week. Group services shall be a minimum of one and a half (1.5) continuous hours and up to three (3) continuous hours per week. Additional time requires prior written approval from TJJD.
 - 9. Communicate the youth's treatment schedule to the designated TJJD staff member. The treatment schedule should be based on information from the Referral Packet Checklist and Approval (CCF-809) form that will provided by TJJD. Submit schedule changes and attendance sheets to designated TJJD staff member showing those youth present and absent from sessions on a weekly basis including signature of both youth and Service Provider
- 4. Section I. Service Provider, D. The Following Applies to All Services, is hereby revised as follows:
 - 3. Service Provider shall submit monthly invoice and sign-in sheet (Exhibit C) to designated TJJD billing location for services provided, no later than ten (10) days from the last day of the month for which payment is requested. Each invoice 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, include completed sign in sheets (Exhibit C) and monthly progress reports. 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 the Texas Government Code, Chapter 2251.

Sign-in sheet (Exhibit C) is attached hereto and incorporated into this contract. Sign-in sheet must be completed and attached to the invoice submitted for payment.

Insert the following:

Missed appointment (no-show): In the event a youth is not available for the scheduled appointment, when the Service Provider is present, the Service Provider may conduct staff training, consultations with staff or perform other administrative duties relating to the youth's psychological needs. Service Provider may bill for these services not to exceed one (1) hour.

- 5. Section III. Certifications, is hereby revised by inserting the following:

ARTICLE 26: Compliance with Prison Rape Elimination (PREA)

Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and TJJD policies related to PREA to the extent required by law for the type of facility contemplated by this contract. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract. Contractor acknowledges that in addition to "self-monitoring requirement" TJJD will conduct announced or unannounced compliance monitoring visits including "on-site" monitoring. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD. During the non-audit period, TJJD will perform an audit at no cost to Contractor to ensure continued compliance with the PREA. Failure to comply with PREA standards and related TJJD policies to the extent required by law for the type of facility contemplated by this contract may result in termination of the contract.

ARTICLE 27: Access to Information

Contractor is required to make any information created or exchanged with TJJD pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TJJD. Contractor agrees to provide TJJD with this information in a format that is accessible to the public, including but not limited to non-encrypted electronic format, PDF, and HTML."

For the Texas Juvenile Justice Department:

Mike Griffiths 12-10-13
Mike Griffiths, Executive Director Date

For the Service Provider

[Signature] 12/6/13
Signature Date

Approved as to form:

[Signature] 12/2/13
TJJD Attorney Date