



4900 N. Lamar Blvd.
Austin, Texas 78751

Contract CS111
Deer Oaks EAP Services LLC

Employee Assistance Program (EAP)

Awarded From:
RFP #694-11-0001
That was issued on July 1, 2010

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Exhibits A, B & C follow

CONTRACT DEFINITIONS

Whenever the following terms are used in these Contract Documents, the intent and meaning shall be interpreted as follows.

Assessment - The process by which the EAP counselor determines the participant's needs for the EAP services as well as social, emotional, and psychological strengths and weaknesses, and support systems. Assessment is an ongoing process throughout the relationship between the participant and the EAP counselor.

Authorized Representative – (See also Section G.2.1) - The person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto. In the case of Contractor, assuming it is a corporation, the Board of Directors shall designate the Authorized Representative in writing. The designation of Contractor's initial Authorized Representative shall be delivered to the Commission not later than the effective date of this Contract. Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract. In the case of the Commission, the Executive Director is hereby designated as its Authorized Representative. The Executive Director has designated the Deputy Executive Director or the Chief Financial Officer to act in his behalf on all matters requiring approval of the Authorized Representative. The Director for Human Resources has been designated as the Authorized Representative to act in behalf of the Director of Financial Services on all matters pertaining to the daily operations of these services as outlined in this Contract. The Commission's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this contract. At any time any party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor, assuming it is a corporation, by its Board of Directors, or if on behalf of the Commission by the Executive Director. Such designations shall remain effective until new written instruments are filed with or actual notice is given to the other party that such designations have been revoked.

Biennium - Any of the two-year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

Commuting Distance - Refers to a provider being within the same county as the employee's place of business. However, if the employee's home is in another county than their place of business, the employee may obtain a referral for a provider in that county if they prefer.

Contract Award Date – October 1, 2010 or Date of Award, whichever is later.

Commission – The Texas Youth Commission (TYC), an agency of the State of Texas.

Department - The Texas Youth Commission (TYC), an agency of the State of Texas.

Department Policies – All written policies, procedures, standards, guidelines, directives and manuals of the Department, which are in effect or as may be amended from time to time, which the Department has made available to the Contractor and with which the Contractor has an affirmative obligation to be and remain familiar.

EAP - Employee Assistance Program is a confidential mechanism for resolving problems of substance abuse, mental health, family issues, and other difficulties that adversely affect personal functioning, health, and work performance. As an employer-sponsored program, it is usually provided as a benefit to employees and their families with the intention of minimizing the impact of personal problems on work performance.

EFT – Electronic Funds Transfer, also known as direct deposit.

Event of Default - Any of the events or circumstances described in Section J.19.

Fiscal Year – Any of the one-year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

HUB – Historically Underutilized Business.

Human Resources Specialist – Department employee responsible for conducting a comprehensive audit of this Contract. See Section G.2.3.

Immediate Family Members - Those individuals related by kinship, adoption, marriage or foster children who are certified by the Department of Human Services who are living in the same household, or if not in the same household are totally dependent upon the employee for personal care or services on a continuing basis.

Imminent Danger - Life-threatening circumstance which occurs in situations which are life threatening to one's self and/or others and require immediate action to defuse the situation and prevent and/or reduce the potential for violence.

Monthly Invoice – Contractor's invoice submitted no later than the 15th day after the end of the preceding month, based on the Contractor's yearly rate and employee population, yielding the Monthly Contractor Payment to be made by the Commission.

Non-Appropriation - The failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the payments due hereunder.

Participant - Employee or employee's immediate family member.

Payment or Payments - Amount(s) agreed to be paid by Commission to Contractor for services under this Contract.

Person - Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Quarter - Unless specifically noted otherwise, references to quarters and quarterly activities relate to the Commission's Fiscal Year, with quarters beginning September 1, December 1, March 1 and June 1.

Services - Delivery by the Contractor of the EAP in accordance with the terms and conditions of the Contract.

Services Commencement Date – October 1, 2010 or Date of Award, whichever is later.

TPASS – The Texas Procurement and Support Services, an agency of the State of Texas.

TYC - The Texas Youth Commission, an agency of the State of Texas.

Term - The duration of this Contract as specified in Section F.1.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES AND PRICES/COSTS

B.1.1 Services Being Acquired

Deer Oaks EAP Services, LLC (hereinafter "Contractor" or "Service Provider"), TIN # [REDACTED] shall, in accordance with the terms of this Contract, provide all necessary personnel, services and supplies, and otherwise do all things necessary for, or incidental to, providing an Employee Assistance Program (EAP), listed hereunder, for all Texas Youth Commission (hereinafter referred to as the Department or Commission) employees.

The Contract will consist of a one year, eleven month base period from October 1, 2010 through August 31, 2012, and two (2) additional two (2) year option periods, September 1, 2012 - August 31, 2014 and September 1, 2014 - August 31, 2016. ***The Contract may be extended for an additional six (6) month period (September 1, 2016 through February 28, 2017) at the Commission's option.*** The terms, conditions, and rates for all extensions shall remain as stated in the Contract.

B.1.2 Pricing Instructions

Price shall be evaluated in accordance with the evaluation factors identified in Section L. Respondents shall complete prices for the basic level of service and any additional services they can provide in Section B.2. Respondents shall submit proposals based on the estimated employee quantity. The actual number of employees may vary from month to month. The Commission shall supply monthly employee totals. It is the intention of the Commission to secure the most cost and technically efficient EAP Contract possible.

Pricing information shall be based on a rate per year per employee. Prices shall be detailed for each contract period (Base Period plus Option Period One and Option Period Two). The Respondent shall include all costs of providing the services required in Section B.2.

The Respondent must provide prices for providing services, although it is specifically understood that actual price will be finally determined as a part of the negotiating process in developing the resulting Contract. It is further understood that the decision with whom to negotiate a final Contract will not be made solely on the basis of price. However, price will be a prime consideration in the final decision to issue a contract.

The following prices, inclusive of all direct and indirect costs and profit, shall apply for the duration of the Contract. These prices shall cover all expenses including salaries, overhead, general and administrative expense and profit.

Respondents must provide prices for the basic level of service and any additional services they can provide. The Commission reserves the right to award any, all or none of the additional service line items.

B.1.3 Allowable Costs

The proposed prices shall include only costs that are reasonable, necessary and allowable under State and Department statutes, policies, procedures and under Federal Cost Standards (OMB

Circulars A-122 for Nonprofit Entities, A-21 for Educational Institutions, A-87 for State and Local Governments, A-102 Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments, and 48 CFR, Part 31, Subpart 31.2, Contracts with Commercial Organizations).

B.2 PRICING SCHEDULE

Contract Line Item Number (CLIN) 001a-005a BASE PERIOD (09/01/2010 - 8/31/2012)

001a	Basic EAP Services - Required Services						
	<i>Estimated</i>			<i>No. of</i>		<i>Base Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=	<u>Cost</u>
	3,400	X	\$ [REDACTED]	X	2	=	\$ [REDACTED]
002a	Face-to-Face Assessment and Referral - May or May Not Award						
	<i>Estimated</i>			<i>No. of</i>		<i>Base Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=	<u>Cost</u>
	3,400	X	\$ <u>Included in line 001a</u>	X	2	=	\$ <u>Included in line 001a*</u>
003a	Counseling - May or May Not Award						
	<i>Estimated</i>			<i>No. of</i>		<i>Base Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=	<u>Cost</u>
	3,400	X	\$ [REDACTED]	X	2	=	\$ [REDACTED]
							(additional cost over 001a)
004a	Supervisory Training and Workshops - May or May Not Award						
	<i>Estimated</i>			<i>No. of</i>		<i>Base Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=	<u>Cost</u>
	3,400	X	\$ [REDACTED]	X	2	=	\$ [REDACTED]
							(not included in 006a)
005a	Follow-Up and Agency Support - May or May Not Award						
	<i>Estimated</i>			<i>No. of</i>		<i>Base Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=	<u>Cost</u>
	3,400	X	\$ <u>Included in lines 001a-003a</u>	X	2	=	\$ <u>Included in lines 001a-003a</u>
006a Total	- Base Period (CLINs 001a - 005a)						\$ [REDACTED]

Contract Line Item Number (CLIN) 001b-005b Option Period One (09/01/2012 - 08/31/2014)

001b	Basic EAP Services - Required Services						
	<i>Estimated</i>			<i>No. of</i>		<i>Option Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=	<u>One Cost</u>
	3,400	X	\$ [REDACTED]	X	2	=	\$ [REDACTED]
002b	Face-to-Face Assessment and Referral - May or May Not Award						
	<i>Estimated</i>			<i>No. of</i>		<i>Option Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=	<u>One Cost</u>
	3,400	X	\$ <u>Included in line 001b</u>	X	2	=	\$ <u>Included in line 001b*</u>

003b	Counseling - May or May Not Award								
	<i>Estimated</i>			<i>No. of</i>				<i>Option Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=		<u>One Cost</u>	
	3,400	X	\$ [REDACTED]	X	2	=		\$ [REDACTED]	(additional cost over 001b)
004b	Supervisory Training and Workshops - May or May Not Award								
	<i>Estimated</i>			<i>No. of</i>				<i>Option Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=		<u>One Cost</u>	
	3,400	X	\$ [REDACTED]	X	2	=		\$ [REDACTED]	(not included in 006b)
005b	Follow-Up and Agency Support - May or May Not Award								
	<i>Estimated</i>			<i>No. of</i>				<i>Option Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=		<u>One Cost</u>	
	3,400	X	\$ <u>Included in lines 001b-003b</u>	X	2	=		\$ <u>Included in lines 001b-003b</u>	
006b	Total - Option Period One (CLINs 001b - 005b)							\$ <u>116,748.00</u>	
Contract Line Item Number (CLIN) 001c-005c Option Period Two (09/01/2014 - 08/31/2016)									
001c	Basic EAP Services - Required Services								
	<i>Estimated</i>			<i>No. of</i>				<i>Option Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=		<u>Two Cost</u>	
	3,400	X	\$ [REDACTED]	X	2	=		\$ [REDACTED]	
002c	Face-to-Face Assessment and Referral - May or May Not Award								
	<i>Estimated</i>			<i>No. of</i>				<i>Option Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=		<u>Two Cost</u>	
	3,400	X	\$ <u>Included in line 001c</u>	X	2	=		\$ <u>Included in line 001c*</u>	
003c	Counseling - May or May Not Award								
	<i>Estimated</i>			<i>No. of</i>				<i>Option Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=		<u>Two Cost</u>	
	3,400	X	\$ [REDACTED]	X	2	=		\$ [REDACTED]	
004c	Supervisory Training and Workshops - May or May Not Award								
	<i>Estimated</i>			<i>No. of</i>				<i>Option Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=		<u>Two Cost</u>	
	3,400	X	\$ [REDACTED]	X	2	=		\$ [REDACTED]	(not included in 006c)
005c	Follow-Up and Agency Support - May or May Not Award								
	<i>Estimated</i>			<i>No. of</i>				<i>Option Period</i>	
	<u>Employees</u>	X	<u>Yearly Rate</u>	X	<u>Years</u>	=		<u>Two Cost</u>	
	3,400	X	\$ <u>Included in lines 001c-003c</u>	X	2	=		\$ <u>Included in lines 001c-003c</u>	

006c Total - Option Period Two (CLINs 001c - 005c)	\$ [REDACTED]
Grand Total - Basic EAP Services (CLINs 001a + 001b + 001c)	\$ [REDACTED]
Grand Total - Face-to-Face Assessment and Referral (CLINs 002a + 002b + 002c)	<u>\$ Included in Grand Total Basic EAP Services (CLINs 001a + 001b + 001c)</u>
Grand Total - Counseling (CLINs 003a + 003b + 003c)	\$ [REDACTED] (additional over Grand Total EAP Services and Grand Total Face-to Face)
Grand Total - Supervisory Training and Workshops (CLINs 004a + 004b + 004c)	\$ [REDACTED] (not included in Grand Total Face- to Face)
Grand Total - Follow-Up and Agency Support (CLINs 005a + 005b + 005c)	<u>\$ Included at no Additional cost for Basic EAP Services, Fact-to Face Assessments and Counseling</u>
Grand Total (CLINs 006a + 006b + 006c)	\$ [REDACTED]

***Participants can choose to have their assessment either telephonically or face-to-face.**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

An Employee Assistance Program (EAP) is a program implemented by the Commission in support of Commission employees and their family members to help resolve personal problems that may have a negative effect on the employee's job performance. The EAP is a twenty four (24) hour, seven (7) day per week information and referral services program related to confidential professional counseling for personal and/or work related problems. The EAP shall be administered by an outside Contractor under the direction of the Commission. The EAP services are free to all Commission employees and their family members.

The Commission recognizes that many personal problems can be successfully prevented through wellness programs that promote physical fitness, stress reduction, proper nutrition, and general wellness. The EAP information and referral services may be related to the promotion of general wellness programs, identification of and treating for alcoholism, drug dependency, or psychological disorders, resources for financial or legal problems, and other personal problems that affect an employee's job performance. The EAP will refer the employee or employee's family member to proper treatment or assistance for their problems.

C.2 GENERAL DUTIES AND OBLIGATIONS

The Contractor shall provide the services in accordance with all applicable federal and state laws, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented. Contractor shall comply with federal, state and Commission safety requirements and reporting procedures. Contractor's policies shall be in accordance with all laws, policies, regulations and standards that guide the Commission during the term of the Contract.

The service will provide assistance to TYC employees, their families, or household members, in dealing with problems associated with, but not limited to, alcohol or drug dependency; mental and emotional health; financial burdens; legal; martial and family problems; work related stress and career counseling at no cost to the participants or the participant's insurance carrier. The contract or purchase order executed as a result of the award of this bid will be a binding contractual document between the State and the provider. The EAP will be a resource for participants with personal problems which may affect employee job performance, and/or work behaviors. The EAP is provided as a resource to participants for self-referral to address their concerns and problems. The program should provide guidance and counseling to help employees overcome their problems and restore them to full job effectiveness. The EAP provider must be able to provide a broad scope of services to include short-term counseling, treatment, and/or referral for all participants. Direct services to participants will include a twenty-four (24)-hour toll-free "helpline" staffed with trained counselors and the availability of a minimum of six (6) counseling sessions per incident or problem per contract year. Direct services to teenage participants will include a 24-hour toll-free "Teen Helpline", staffed with trained counselors and the availability of a minimum of six (6) counseling sessions per incident or problem per contract year. Other services will include conducting information and/or educations with TYC staff and providing pamphlets, brochures, wallet cards, posters, and videos to inform and educate all employees about the EAP. Detailed descriptions of services are located in Section C.4, EAP Service Requirements. Geographic Area of Services: Services will be available to all participants throughout the state at locations

convenient to and easily accessible by the participants. Required service delivery locations are listed on Exhibit B, Service Delivery Area locations. **Two (2) required locations not listed on Exhibit B are 1): TYC Central Office, 4900 North Lamar Blvd., Austin, Texas 75751 and 2): TYC Central Office Annex, 6400 East Highway 290, Suite 200, Austin, Texas 78723.** Number of Participants is based on an employee population of approximately three thousand four hundred (3,400) family or household members.

C.3 TYPES OF REFERRALS

Referrals shall be provided for the following types of problems: situational, emotional, marital, adolescent, legal, financial and other personal problems.

- A. Self-Referral - Employees and/or immediate family members voluntarily call the EAP directly to schedule an appointment or talk to a counselor about a particular concern. The EAP is designed to provide convenient, confidential counseling to address problems in early stages.
- B. Recommended Referrals - A supervisor, co-worker or peer may consider recommending the EAP to individuals who are struggling with a personal or work-related concern. In addition, supervisors may help to facilitate a recommended referral through one of the following options:
 1. Provide an EAP brochure and encourage the employee to contact the EAP.
 2. Offer to assist the employee in placing the initial call or requesting the employee's permission to schedule an appointment for them.
 3. Arranging the employee's work schedule to accommodate EAP appointments.
- C. Supervisor Referrals - Supervisors may refer Employees to the EAP when:
 1. An incident or problem continues to affect a staff member's behavior or performance.
 2. An initial EAP recommendation has been ineffective or inappropriate due to the nature of the problem.

C.4 EAP SERVICE REQUIREMENTS

The Contractor shall provide an EAP which shall include the following services:

Basic EAP Services

- Telephone Assessment and Referral
- Orientation and Training
- 24-Hour Crisis Intervention
- Basic Follow-Up
- Promotional Materials
- Monthly Statistical Reports
- Satisfaction Survey

Additional EAP Services

- Face-to-Face Assessment and Referral
 - Counseling
 - Supervisory Training and Workshops
 - Follow-Up and Agency Support
- A. Telephone Assessment and Referral
1. The Contractor shall provide a twenty four (24) hour centralized toll-free line available statewide for all Commission Employees.
 2. The Contractor shall provide a line with a Telecommunications Device for the Deaf (TDD) for Commission Employees.
 3. The Contractor shall provide assessment and referral specialists to consult with employees by telephone, evaluate needs and provide resource referrals. Assessment and referral specialists shall meet the qualifications outlined in Section C.5.B.
 4. The Contractor shall provide referrals to providers within the employee's commuting distance for counseling services.
 5. If face-to-face sessions are recommended by the Contractor's assessment specialist for mental health or medical assessments, the Contractor shall refer the participant to his/her health care specialist of choice. The number of sessions provided shall be determined by the participant's insurance provider.
- B. Orientation and Training
1. Employee Orientation - The Contractor shall provide new employee orientation consisting of an overview of the EAP services through written materials, support materials, handouts and videotape(s), capable of being reproduced. The Commission shall review these materials prior to acceptance.
 2. Basic Supervisory Training - The Contractor shall provide written lesson plans, written support materials, handouts and videotape(s), capable of being reproduced, for basic supervisory training consisting of the following:
 - a. How to recognize signs of substance abuse or emotional problems;
 - b. Techniques for encouraging employees to seek help;
 - c. Ongoing orientation of EAP services available; and
 - d. How to make a referral.
 3. The Contractor shall provide training on Department of Transportation (DOT) regulations on alcohol misuse and controlled substance use. This training shall be provided to Commission supervisors annually within approximately three to four clustered locations. Locations shall be determined by the Commission.

4. Upon request by the Commission, workshops shall be offered to particular groups, such as personnel directors or as a general workshop for employees. The number of workshops shall be a minimum of fifty (50) hours per year. Dates and locations of workshops to be determined.

C. 24-Hour Crisis Intervention

1. The Contractor shall provide emergency mental health and substance abuse crisis intervention on a twenty four (24) hour per day, seven (7) days per week, three hundred sixty five (365) days a year basis.
2. This service shall include coordination of personal screening for inpatient services in life threatening circumstances.
3. The Contractor shall provide qualified professionals (see Section C.5) to provide assessment and emergency treatment.

D. Basic Follow-Up

The Contractor shall provide basic follow-up as needed for critical incident debriefing on site. The Commission shall determine when this service is necessary.

E. Promotional Materials

1. The Contractor shall provide written material to include a minimum of informational brochures, mailers, posters (English and Spanish text) for approximately forty (40) locations, and camera-ready copies for the Commission newsletters. The Commission shall have the right to review all written material prior to dissemination.
2. The Contractor shall provide wallet cards for all employees that reflect the Contractor's name, counseling locations, telephone numbers plus any other pertinent information to assure access to services for employees. The Commission shall have the right to review all written material prior to dissemination.

F. Monthly Statistical Reports

If requested by the Commission, the Contractor shall provide the Commission with monthly statistical reports in a format to be determined after Contract award. The reports shall include cumulative year-to-date totals.

G. Satisfaction Survey

The Contractor shall provide an anonymous participant satisfaction survey to be mailed by the participant to the Commission EAP Program Specialist or a third-party, independent evaluator who will forward the responses directly to the Commission's EAP Program Specialist. The postage shall be paid by the Contractor. The Commission's EAP Program Specialist will provide the Contractor with feedback on the results of the surveys.

H. Face-to-Face Assessment and Referral

The Contractor shall provide face-to-face consultation with an employee to evaluate needs, provide resource referrals and determine if EAP counseling sessions are necessary.

I. Counseling

1. The EAP shall provide up to eight (8) counseling sessions (including assessment, evaluation, counseling, referral, if indicated, and follow-up) per event (and no limit on events per year) within commuting distance at no cost to the participant, per incident/problem, per participant, per contract year. If additional services are required after the EAP counselor has seen a participant for eight (8) counseling sessions, the participant shall be referred to an outside referral source.
2. Counseling sessions shall be made available to employees within three (3) days after a request is made and shall be at least fifty (50) minutes in length for individual sessions and at least ninety (90) minutes in length for marital or family problems. The Commission reserves the right to grant exceptions to this requirement on a case-by-case basis.
3. Frequency of counseling appointments shall be based on the needs of the employees.
4. If counseling sessions are provided by the Contractor, a counselor shall follow up via telephone after the completion of the counseling to determine the status of the present problem and offer additional assistance, including referral, when needed.

J. Supervisory Training and Workshops

The Contractor shall conduct workshops regionally that include stress management, alcohol and drug abuse awareness, parenting skills and surviving traumas. Dates and locations of workshops to be determined.

K. Follow-Up and Agency Support

1. The Contractor shall offer assistance with constructive correctional interviews and/or other work-related problems through telephone or face-to-face meetings with Commission supervisors, if requested. Such assistance also shall be provided to Commission administrative staff and the Contractor's coordinator, if requested. Telephone assistance shall be provided within one (1) working day of the request.
2. The Contractor shall designate a contact person to which the Commission EAP coordinator and employees may address questions or complaints. Information on such contact person's identity and location is to be made readily available to all concerned parties.

C.5 ASSESSMENT AND REFERRAL SPECIALISTS

- A. The Contractor shall provide assessment and referral specialists to perform an assessment of a participant's presenting problem or reason for referral and assess each life area of the participant.
- B. The Contractor's staff delivering assessment and referral services shall have the following credentials for delivering services:
 - 1. Master's degree from an accredited college or university in a behavioral science and be licensed or certified by the appropriate professional groups and/or state regulating agencies.
 - 2. Exception to the Master's degree requirement may be made for licensed or certified staff in fields requiring specialized knowledge, training and expertise obtained through professional training programs that do not award academic degrees such as Licensed Professional Counselors, Licensed Certified Social Workers, Certified Employee Assistance Professionals, Board Certified Substance Abuse Counselors, or Substance Abuse Professionals. Staff who are certified as Alcoholism and Drug Abuse Counselors, Licensed Professional Counselors, or who are certified as a Bachelor of Social Work and have five or more years of experience in mental health or substance abuse meet these criteria. Staff who are only Certified Alcoholism and Drug Abuse Counselors shall only provide counseling services to employees suffering a problem related to substance abuse. All licensing requirements must be maintained for the duration of the Contract and any subsequent extensions.
 - 3. The Contractor shall maintain on staff at least one licensed psychiatrist to review the assessments made by the qualified professionals.
- C. The Contractor shall provide, in reply to this requirement, a description of staffing patterns which includes the number of full-time staff, the duties of such staff, and total resources available to participants as well as the following:
 - 1. Assessment/Referral Specialist to Participant ratio;
 - 2. Staff scheduling;
 - 3. Employee supervision;
 - 4. Number of persons per shift (if applicable); and
 - 5. How twenty-four (24) hour crisis intervention will be accomplished.

C.6 RECORD KEEPING

- A. The Contractor shall establish and maintain confidential records and reporting systems that are consistent with both State and Federal laws.
- B. The Contractor shall insure that unattended participant files are locked at all times.

C.7 ORGANIZATIONAL PROFILE

The Respondent shall provide a profile of its organization to include a history of its organization, statement of corporate philosophy and/or mission statement and organizational chart listing staff members of organization and all satellite offices.

C.8 SERVICE LOCATIONS

This contract shall be designated a Statewide contract and all services must be provided to all employees of the Commission. Currently, this includes approximately 3,400 employees. Exhibit B is a list for information purposes of all TYC office/unit locations (except for Central Office and Central Office Annex, see last paragraph of Section C.2).

C.9 ACCOUNT MANAGEMENT

The Contractor shall designate an employee to manage and service the Commission account resulting from this Contract (see Section G.2.4). The Account Manager shall serve as the central point-of-contact for Commission staff and be responsible for overseeing service delivery, resolving issues, providing customer support to include on-site visits to Commission offices, and facilitating the implementation of any EAP changes approved, required and/or requested by the Commission.

C.10 SECURITY AND PRIVACY

- A. The Contractor's counselors shall encourage the participant to sign a release of confidential information for their supervisor when a supervisory referral is made to the EAP and when it is in the participant's best interest to include the supervisor. If a release is signed, the EAP counselor shall contact the supervisor periodically to inform the supervisor of the participant's cooperation and general progress, but shall not provide specific information regarding the employee's problem.
- B. The Contractor shall provide to the Commission immediate notice with written follow up, as determined by the Contractor's Assessment and Referral Specialist, in which a participant poses a threat to self or others in accordance with Texas Health and Safety Code 611.004.
- C. The Contractor shall require that staff providing services specified meet sufficient standards of integrity to ensure that:
 1. The confidentiality of employee records is not compromised; and
 2. Unauthorized access to the records is not allowed and no information is disclosed to any third party without written authorization of the Commission.
- D. The Contractor shall ensure that all individuals (including subcontractors) having access to or custody of records understand the confidentiality requirements of this Contract. These individuals shall be required to sign a statement acknowledging their understanding of these requirements. All Contractor's employees shall be bonded or covered by the Contractor's professional liability/employee dishonesty insurance.

- E. The Contractor shall maintain for inspection and examination by the Commission all employee reports and financial records associated with the Contract for a period of four (4) years subsequent to Contract expiration. In the event of any litigation, claim, or audit involving these records that begins before the records retention period expires, the Contractor shall continue to retain said records and documents until all litigation, claims, or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between the Commission and the Contractor. At the end of the data storage requirement term, the Contractor shall provide evidence or sworn statements that the Commission employee records have been removed from their system.
- F. The Contractor shall notify the Commission immediately upon receipt of any legal process requiring disclosure of records of employees.
- G. The Contractor shall, upon request of the Commission or in response to a subpoena, appear or submit an affidavit and testify in any legal proceedings convened by a court of competent jurisdiction or the Commission.

C.11 RELEASE OF INFORMATION

- A. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of government records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- B. Each officer or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein.

C.12 QUALITY ASSURANCE PLAN

The Contractor shall continuously conduct self-monitoring utilizing a comprehensive quality assurance plan. Prior to contract award the Contractor shall provide a copy of the assurance plan to the Commission for review and approval. The quality assurance plan shall include details relating to:

- self-monitoring techniques;
- reporting procedures, including frequency and subject matter;
- staffing, hiring and training; and
- quality improvement plans.

All data and reports compiled under the quality assurance plan shall be maintained by the Contractor and made available for review by Commission personnel during an audit or upon request.

SECTION D - REPORTS AND DATA

D.1 REPORTS REQUIRED FROM CONTRACTOR

D.1.1 Monthly Statistical Reports

Monthly Statistical Reports, if requested, shall be submitted to the Program Specialist in a format to be developed by the Commission after the award of this Contract (C.4.F). The Commission reserves the right to request additional reports that may be considered "ad hoc" reports, as deemed necessary during the course of the Contract.

D.1.2 Not Used

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE OF SERVICES

TYC has the right to inspect and test all services called for by this Contract, to the extent practicable at all times and places during the contract term. TYC shall perform inspections in a manner that will not unduly interfere with the Contractor's operation of the Program.

From time to time TYC shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of Contractor related to the Program, including without limitation, all financial books and records generated by Contractor and its subcontractors in connection with performance of this Contract.

If any of the services are non-compliant with the contract requirements, Contractor shall be notified describing specific areas of non-compliance. Contractor shall have a twenty (20) calendar day period to file a written response to all such items of non-compliance. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and TYC, no further action regarding such items shall be taken. If an item of non-compliance cannot be resolved between the Contractor and TYC, and such item remains uncorrected for a period of twenty (20) calendar days or longer after written notification to Contractor, then such item may be declared to be an event of default.

E.2 INSPECTION BY STATE EMPLOYEES

The Contractor shall, at all times, allow employees/agents of the Governor, members of the Legislative branch and all other members of the Executive and Judicial branches of the State of Texas, as well as any other persons designated by the Commission and the Texas Youth Commission Board, to monitor the delivery of services.

E.3 AUTHORITY TO AUDIT

Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Contractor will reimburse the State of Texas for all costs associated with enforcing this provision. See also Section J.18.

E.4 FRAUD, WASTE OR ABUSE

In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at www.sao.state.tx.us. It can also be reported to the TYC Office of the Inspector General at 1-512-424-6450, 4900 North Lamar Blvd., Austin, Texas.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The Contract will consist of a one year, eleven month base period from October 1, 2010 through August 31, 2012, and two (2) additional two (2) year option periods, September 1, 2012 - August 31, 2014 and September 1, 2014 - August 31, 2016. ***The Contract may be extended for an additional six (6) month period (September 1, 2016 through February 28, 2017) at the Commission's option.*** The terms, conditions, and rates for all extensions shall remain as stated in the Contract.

F.2 DELIVERY RESPONSE

- A. The Contractor shall be available to meet with the Commission within five (5) business days following the Contract award to discuss plans for implementation of the Employee Assistance Program. EAP implementation shall include, but may not be limited to, a review of materials, and an orientation and/or training of services which meet the need of the Commission.
- B. The initial EAP service shall commence on October 1, 2010. The Contractor must provide sufficient materials as determined by the Commission to initiate the EAP services.
- C. Demonstrated failure of the Contractor to notify the Commission sufficiently in advance of the Contractor's inability to initiate services under this Contract within the designated delivery time, and without acceptable reasons as determined by the Commission, shall give the Commission the option of assessing damages or terminating the Contract and acquiring services from another source.
- D. Following notification that service is desired in a new county, the Contractor shall be available to meet with the Commission within five (5) working days to discuss implementation plans. Initial EAP services in a new county shall occur no later than thirty (30) calendar days following notification.

F.3 LOCATIONS OF PARTICIPATING UNIT AND COMMISSION OFFICES

- A. The locations of the Facility and Commission offices participating in the EAP shall include but may not be limited to each city listed on Exhibit B.
- B. The Contract resulting from this solicitation will be designated a Statewide Contract. The Commission offices located throughout the State of Texas may receive these services directly from this Contract. In the event services are needed in a new location the Commission will unilaterally modify the Contract to include the location and services.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Administrator will make their full text available.

Chapter 2251, Texas Government Code, PAYMENT FOR GOODS AND SERVICES

G.2 AUTHORITY – AUTHORIZED REPRESENTATIVES

G.2.1 Authorized Representative

Commission's Authorized Representative (the Executive Director) or his/her designated representative (Deputy Executive Director or Chief Financial Officer) is the only person authorized to make or approve changes that are authorized in the provisions of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. The Director of Human Resources has been designated as the Authorized Representative to act in behalf of the Executive Director on all matters pertaining to the daily operations of these services as outlined in this Contract. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

G.2.2 Contract Administrator

The Contract Administrator for administration of this Contract is:

Joe Woolverton

The telephone number for the Contract Administrator is (512) 424-6095. The facsimile number of the Contract Administrator is (512) 424-6337 and the e-mail is joe.woolverton@tyc.state.tx.us.

The Contract Administrator is responsible for general administration of this Contract, negotiation of any changes and issuance of written changes/modifications to this Contract.

G.2.3 Human Resources Specialist

The Commission may designate a Human Resources Specialist, to be named upon award of the Contract. The telephone number of the Human Resources Specialist Office is (to be determined after contract award). A pager and/or cellular telephone number for the Human Resources Specialist may also be provided upon Contract award, at the discretion of the Commission.

The Commission, at Commission's option, may designate a Human Resources Specialist to review all administrative and programmatic requirements of this Contract. The Human Resources Specialist will be a full time employee of the Commission and the Contractor will

exercise no control over the specialist. The Human Resources Specialist represents the Executive Director or designee in the administration of technical details within the scope of this Contract. The Human Resources Specialist is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in this Contract.

The Human Resources Specialist is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of TYC or the State of Texas. The Human Resources Specialist does not have the authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract requirements, changes will be issued in writing and signed by the Executive Director of TYC or his/her authorized representative.

The Human Resources Specialist assignment for this Contract may be changed at any time by the Commission without prior notice to the Contractor. The Contractor will be notified of the change.

G.2.4 Account Manager

The Contractor's designated Account Manager for this Contract is:

<TO BE NAMED BY THE CONTRACTOR>

Name:	<u>Alice Barrera</u>
Address:	<u>7272 Wurzbach, Suite 60, San Antonio, Texas 78240</u>
Telephone:	<u>(210) 615-3415</u>
Cellular:	<u>[REDACTED]</u>
Fax:	<u>(210) 615-2279</u>

The Contractor shall provide an Account Manager for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Commission. The Account Manager shall have full authority to act for the Contractor in the performance of the required services. The Account Manager or a designated representative shall meet with the Human Resources Specialist to discuss problems as they occur.

G.3 BILLING AND PAYMENTS

G.3.1 Payment by Direct Deposit

It is recommended that the Contractor receive payments via electronic funds transfer (EFT), also known as direct deposit.

If the Contractor elects to be set up for direct deposit payment, the vendor direct deposit authorization form for setting up direct deposit may be obtained from the TYC Contract Administrator. Upon contract award, Contractor shall submit a completed authorization form to the following address:

TYC Accounts Payable
 P.O. Box 4260
 Austin, Texas 78765

Contractors who are already receiving EFT payments from the Commission or another Texas State agency do not need to register again.

In the event the Contractor elects not to receive Direct Deposit Payment, the payment will instead be mailed to the following remittance address:

N/A

G.3.2 Billing

- A. The Contractor shall bill the Commission for each calendar month, one calendar month in arrears, for the amount due for EAP services, and the Commission, subject to its usual auditing and accounting procedures, shall pay such invoice within thirty (30) calendar days after receipt of an accurate Contractor's invoice.
- B. The Contractor may offer a prompt payment discount, e.g., 1%, 15 days if the Contractor desires expedited payment. Prompt payment discounts must be stated on each invoice.
- C. Services or expenditures submitted by the Contractor that cannot be verified will be disallowed for reimbursement. Illegible or incomplete documentation that cannot be verified will be disallowed.

G.3.3 Not Used

G.3.4 Payment

All payments shall be made in accordance with TGC 2251.

G.3.5 Late Payment

Any amount owed to Contractor more than one (1) day beyond the date such amount is due shall accrue interest each day that such amount is not paid at the rate specified by §2251.025, Texas Government Code, provided, however, that this provision shall not excuse failure by the Commission to make payment in strict accordance with this Contract.

G.3.6 Payment of Debt Owed to the State of Texas

Any payment due to the Contractor under this Contract will be applied toward any debt that is owed to the State of Texas, including but not limited to, delinquent taxes and child support.

G.3.7 Right to Offset

In the event Commission determines that Contractor owes money to Commission under any contract or purchase order, Commission, upon providing Contractor with written notice of its intent to offset, shall have the right to withhold monies due Contractor with respect to this

Contract or purchase order or with respect to any contract or purchase order with Commission and apply such monies to the money due Commission.

G.3.8 Annual Financial Disclosure Reports

The Contractor shall have an annual audit performed by an independent certified public accountant (CPA) and submit the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within one hundred twenty (120) calendar days after the end of the Contractor's fiscal year. In the disclosure of its financial affairs, the Contractor agrees to allow the Commission or its representatives access to all its corporate books, to cooperate in any audits thereof and to provide the Commission's Contract Administrator with A and B below:

- A. Consolidated financial statements such as are required by GAAP of the Contractor and its affiliates for such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent certified public accountants of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of any Event of Default or event which, with the time or the giving of notice, or both, would constitute an Event of Default (as defined in Section J.19) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; or
- B. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS

The Contractor shall provide an adequate plan of insurance that provides: (1) coverage to protect the State against all claims, including claims arising from the services performed by the Contractor; (2) coverage to protect the State from actions by a third party against the Contractor or any subcontractor of the Contractor as a result of the Contract; and (3) coverage to protect the State from actions by officers, employees, or agents of the Contractor or any subcontractor(s). The Contractor shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of both the Commission and the Contractor:

<u>Type of Coverage</u>	<u>Minimum Limits of Liability</u>
A. Workers' Compensation:	Statutory
B. Commercial General Liability: (Combined Bodily Injury & Property Damage)	\$1,000,000 General Aggregate \$500,000 Personal & Advertising Liability \$500,000 Each Occurrence \$50,000 Fire Damage \$1,000 Medical Expense
C. Employer's Liability:	
1. Bodily Injury by Accident	\$100,000 Each Accident
2. Bodily Injury by Disease	\$100,000 Each Employee
3. Bodily Injury by Disease	\$500,000 Policy Limit
D. Comprehensive Auto Liability:	\$500,000.00 Combined Single Limit
E. Professional Liability:	\$100,000.00 minimum per incident

H.1.1 Other Required Coverage

The Contractor shall maintain insurance coverage for the mutual protection of both the Commission and the Contractor against claims that may arise out of or result from the Contractor's actions or operations hereunder, whether such actions or operations are by the Contractor or a subcontractor, or by anyone directly or indirectly employed by or acting on behalf of the Contractor or subcontractor where liability may arise for:

- A. Claims under workers' compensation disability benefit, and other similar employee benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of any Contractor employees;
- C. Claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees;

- D. Claims for damages insured by usual personal liability coverage that are sustained by any person as a result of an act directly or indirectly related to the employment of such person by the Contractor, or by any other person (professional liability);
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages based on violations of civil rights; and
- G. Claims for damages arising from fire and lightning and other casualties.

H.1.2 Required Provisions

Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. The insurance required by this section shall be written for not less than any limits of liability specified by the Commission or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations hereunder.
- B. Certificates/policies of insurance shall be filed with the Commission prior to execution of the Contract. Contractor shall provide proof of insurance coverage to Commission upon renewal of such.
- C. Name the TYC and its officers, employees and elected representatives as additional insured to all applicable policies.
- D. State that coverage shall not be canceled, non-renewed or materially changed except after thirty (30) calendar days written notice by certified mail to: Joe Woolverton, TYC Contracts, Procurement and Support Services, 4900 North Lamar Blvd., Austin, Texas 78751.
- E. Waive subrogation against the TYC, its officers and employees, for bodily injury (including death), property damage or any other loss.
- F. Provide that the Contractor's insurance is primary insurance as respects the TYC, its officers, employees and elected representatives.
- G. Provide that all provisions of this contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- H. Ensure that all certificates of insurance identify the service or product being provided and the name of Contractor.
- I. The Contractor through an insurance agent licensed by the state of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state shall provide such coverage. No "self-insurance" coverage shall be acceptable. All

policies shall include a provision requiring at least thirty (30) calendar days prior written notice of cancellation to the TYC.

- J. All insurance coverage obtained by the Contractor during the term of the Contract shall continue in full force and effect during the term of the contract and any subsequent extensions. No contract shall be entered into between the Contractor and the TYC unless insurance coverage binders are received by the date scheduled for the execution of the contract. Proof of insurance policies must be delivered prior to the date on which the services of the Contractor shall commence.
- K. All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas. All insurance carriers shall be, at a minimum, rated "A-7" by A.M. Best or equivalent rating by a similar insurance rating service.
- L. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five percent (5%) of the required yearly aggregate limit of coverage.
- M. Contractor is responsible for the first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- N. The limits required herein are the minimum acceptable amounts. However, these limits are not to be construed as being the maximum any prospective Contractor may wish to purchase for their own benefit.
- O. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

H.2 SUBCONTRACTORS

See also Section I.10.

- A. Contractor may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract.
- B. No subcontract exceeding five thousand dollars (\$5,000.00) may be entered into unless the Commission provides prior written approval, which approval may not be unreasonably withheld.
- C. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized Commission representative. Contractor shall submit a written request with supporting documentation for approval, by the Commission, as soon as possible.
- D. Contractor shall furnish to the Commission copies of all subcontracts anticipated to be paid an amount exceeding five thousand dollars (\$5,000.00) during the term of this Contract per Section I.10.1.

- E. Any arrangement by the Contractor with an affiliate or member company to provide services to the Facility shall be subject to the subcontractor provisions of this section.
- F. No contractual relationship shall exist between the Commission and any subcontractor and the Commission shall accept no responsibility whatsoever for the conduct, actions or omission of any subcontractor selected by Contractor.
- G. Contractor shall be responsible for the management of the subcontractors in the performance of their work.
- H. A subcontractor may not work directly with the Commission in any manner and shall not be included in Contract negotiations, renewals, audit or any other discussions except at the request of the Commission.
- I. Unless waived in writing by the Commission, the subcontract shall contain the following:
 - 1. An acknowledgement that the subcontract is subject to the Contract between the Commission and Contractor (the "Master Contract").
 - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and service being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Commission under the Master Contract.
 - 3. The Commission's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
 - 4. The Commission shall be deemed a "third party beneficiary" to the subcontract.

H.3 HISTORICALLY UNDERUTILIZED BUSINESS

The Contractor shall be required to make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181-182, 2161.252(b), and Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.11. Pursuant to the Texas Procurement and Support Services (TPASS) HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter B, Rules 20.13 and 20.14, the Contractor shall be required to submit a HUB Subcontracting Plan (HSP) as part of the proposal submission. A detailed description of the HUB Subcontracting Plan and required forms to be submitted with the proposal submission are included as Exhibit C.

The Contractor shall submit to the Contract Administrator on a monthly basis (by the 5th day of the following month) the Prime Contractor Progress Assessment Report, which is included as Exhibit C, Attachment A.

HUB subcontracting opportunities may be available in the following commodity class/item codes:

<u>Class/item</u>	<u>Description</u>
948-74	Professional medical services (including Physicians, Pharmacists, and all Specialties)
948-76	Psychologists/Psychological and Psychiatric Services (Including Behavioral Management Services)
948-86	Therapy and Rehabilitation Services
952-05	Alcohol and Drug Detoxification (Incl. Rehabilitation)
952-06	Alcohol and Drug Prevention
952-07	Alcohol and Drug Testing Services
952-21	Counseling
952-38	Employee Assistance Programs (Including Unemployment Compensation Administration Services)

The list above is not, nor is it intended to be, a comprehensive list that identifies all subcontracting opportunities.

All HUB subcontracting forms, as well as continuation forms may be downloaded from:

<http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>

To view an instruction video on how to complete the HSP, go to the following web site:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

H.3.1 Insurance

The Contractor shall require all subcontractors to obtain and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

H.4 TRANSITION

Contractor agrees to work with TYC under the TYC's management supervision for a period of up to sixty (60) calendar days, prior to the conclusion of the Contract, to ensure the orderly transfer of services provided by this Contract.

SECTION I - CERTIFICATIONS

I.1 EQUAL OPPORTUNITY

Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, state, local or other anti-discriminatory act, law, statute or regulation, along with all amendments and revisions of the acts, laws, statutes or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

I.2 UNFAIR BUSINESS PRACTICES

Service Provider certifies that it or its officers have not been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of Service Provider has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, this contract is void.

I.3 FRANCHISE TAXES

I.3.1 Certification Taxes are Current

Service Provider certifies that should Service Provider be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false this contract may be terminated at the option of TYC or other administrative error sanctions may be taken.

I.3.2 Exemption

If Service Provider is exempt from payment of Texas franchise taxes, Service Provider shall so indicate by attachment to this contract.

I.3.3 Delinquency

If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TYC within twenty four (24) hours. If such delinquency cannot be cured within twenty four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TYC, this contract may be terminated at the option of TYC or other administrative error sanctions may be taken under the provisions of the contract.

I.4 ASBESTOS REGULATION COMPLIANCE

If applicable, Service Provider certifies compliance with the Asbestos Hazard Emergency Response Act of 1986 (AHERA) by having on file with the Texas Department of State Health Services (DSHS) a copy of Service Provider's AHERA Management Plan for each facility the

Service Provider owns, leases, or otherwise uses as a school or is part of a school, grades kindergarten through 12, inclusive where applicable. Prior to the initiation of services under this contract, Service Provider shall provide to TYC a certification of an asbestos-free environment or a copy of the DSHS acceptance and approval for the Service Provider's AHERA Asbestos Management Plan(s). Service Provider shall comply with the approved Management Plan during the term of this contract and any renewals; failure to do so shall be grounds for termination of the contract. Should DSHS approve a revised or modified Management Plan, a copy of the DSHS acceptance and approval of the revised or modified Management Plan shall be furnished to TYC.

I.5 HUMAN IMMUNODEFICIENCY VIRUS SERVICES ACT COMPLIANCE

I.5.1 Compliance

Service Provider certifies compliance with the HIV Services Act, [Vernon's Texas Code Annotated (VTCA); Health and Safety Code, Section 85.001, et seq] requirements for maintenance of confidentiality regarding HIV and its related conditions, including Acquired Immunodeficiency Syndrome (AIDS).

I.5.2 Guidelines Required

In the absence of confidentiality guidelines, Service Provider is not eligible to receive state funds, and Service Provider agrees to refund to the state any state funds Service Provider receives while ineligible.

I.5.3 Similarity of Guidelines

Service Provider further certifies that workplace guidelines are developed and implemented. Service Provider may elect to use workplace guidelines developed and implemented by TYC. Should Service Provider not elect to use workplace guidelines developed and implemented by TYC, Service Provider agrees its workplace guidelines shall be similar to TYC's as required by §85.113, Texas Health & Safety Code.

I.6 COMMUNICABLE DISEASE PREVENTION & CONTROL ACT COMPLIANCE

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act, [Vernon's Texas Code Annotated (VTCA); Health & Safety Code, Section 81.001 et seq].

I.7 FEDERAL CONFIDENTIALITY COMPLIANCE

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with the Federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these Federal requirements for confidentiality [42 USC Section 290 dd-2; 42 CFR Part 2] and agrees to comply with said requirements for so long as this contract is in force.

I.8 RESTRICTION ON POSSESSION OF WEAPONS

Service Provider agrees that Service Provider or any associates providing services on behalf of Service Provider, shall not carry or possess any type of firearm or other weapon as defined by Texas Penal Code Section 46.02 while rendering services to TYC youth under this contract. This prohibition includes the carrying of a concealed handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TYC youth in Service Provider's care.

I.9 REQUIRED DISCLOSURE OF LOBBYIST ACTIVITY

Service Provider agrees that if any person who is an employee of, director of, subconsultant, or subcontractor for Service Provider is required to register as a lobbyist under Chapter 305, Texas Government Code at any time during the term of this contract. Service Provider shall notify TYC Director Procurement, Contracts and Support Services and provide timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305, Texas Government Code.

I.10 NOTIFICATION TO TYC OF SUBCONSULTANTS & SUBCONTRACTORS**I.10.1 Approval of Subcontractors**

TYC shall be notified of the selection and/or use of all subcontractors, or subconsultants regularly used by the Service Provider in performing or assessing the performance of Service Provider's duties under this contract if paid or anticipated to be paid an amount exceeding five thousand dollars (\$5,000.00) during the term of this contract, and they are subject to the approval of TYC; said approval will not be unreasonably withheld.

I.10.2 No Contractual Relationship

No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TYC. TYC shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

I.10.3 Responsibility for Management of Subcontractors

Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

I.11 COMPLIANCE WITH CHILD SUPPORT, §231.006, FAMILY CODE

See Exhibit A, Execution of Proposal.

I.12 COMPLIANCE WITH §572.054, TEXAS GOVERNMENT CODE, FORMER OFFICER OR EMPLOYEE OF TYC

Service Provider certifies compliance with §572.054, Texas Government Code. Service Provider has not employed a former officer or employee of TYC to perform services on Service Provider's behalf, to secure this contract or to represent Service Provider in any manner prohibited by the referenced statute. A false certification could result in termination of this contract.

I.13 SIGNATORY AUTHORITY

The undersigned signatory certifies by his/her signature, that he/she has the authority to bind the Service Provider to the contract provisions stated herein.

I.14 COMPLIANCE WITH §2252.901, TEXAS GOVERNMENT CODE, FORMER OR RETIRED EMPLOYEE OF THE AGENCY

Service Provider certifies compliance with §2252.901, Texas Government Code, which provides "A state agency may not enter into an employment contract, a professional services contract under chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided the former or retired employee does not perform services on projects for the corporation, firm or other business entity that the employee worked on while employed by the agency." Service provider certifies that he/she is not prohibited from entering into this contract because of any prior employment with TYC.

I.15 TERRORISM & SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS LIST

Service Provider certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

Texas Youth Commission is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in

Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

I.16 FINGERPRINT AND BACKGROUND CHECK

Service Provider will:

1. As directed, provide information regarding persons providing services under this Agreement and personnel access for a criminal background check including, but not limited to, fingerprinting check, criminal records check, sex offender registration records check, and drug test. Criminal background checks shall be conducted at TYC's expense and through TYC or TYC's contract providers for each of the Service Provider's employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this agreement. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall not work under this agreement until the criminal background check is completed and approval is obtained from TYC's Director of Human Resources.
2. Notify TYC's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with TYC youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall be immediately suspended from working under this agreement unless authorized by TYC's Director of Human Resources.

TYC will approve any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker in accordance with TYC policies and procedures. TYC's designated contact for criminal background checks is the Director of Human Resources (512) 459-2501.

I.17 CONVICTIONS FOR HURRICANE KATRINA OR RITA

See Exhibit A, Execution of Proposal.

I.18 ANTITRUST

Service Provider represents and warrants that neither Service Provider nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

I.19 INTELLECTUAL PROPERTY INDEMNIFICATION

Not Applicable.

I.20 CONTRACTING WITH EXECUTIVE HEAD OF STATE AGENCY

See Section I.32.14 and also Exhibit A, Execution of Proposal.

I.21 ABANDONMENT OR DEFAULT

If the Contractor defaults on the contract, Texas Youth Commission reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

In accordance with §2261.101, Government Code Remedies and Sanctions – agencies shall incorporate language which shall hold contractors accountable for breach of contract or substandard performance without unfairly limiting competition.

I.22 CERTAIN BIDS AND CONTRACTS PROHIBITED

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

I.23 GIFTS AND GRATUITY

By executing this agreement, the undersigned signatory certifies that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the agreement or signing it with a false statement shall void the agreement.

I.24 DEBARMENT

Service Provider certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Service Provider is in compliance with the State of Texas statutes and rules relating to procurement and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

I.25 IMMIGRATION

The Contractor agrees to comply with the Immigration Reform and Control Act of 1986, and Immigration Act of 1990 regarding employment verification and retention of verification forms of any individuals who will perform any labor or services under this Contract.

I.26 BY SIGNATURE HEREON, THE RESPONDENT CERTIFIES THAT: (RFP ONLY)

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Failure to sign the Execution of Proposal (Exhibit A) or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under 34 TAC § 20.32(68).

I.27 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION**I.27.1 HUB Definition**

"Historically Underutilized Business" means an entity with its principal place of business in this state that is:

- A. A corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more socially disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
- B. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by a socially disadvantaged person;
- C. A partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more socially

disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;

- D. A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
- E. A supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime Offeror under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

"Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

I.27.2 Representation

The Contractor represents and certifies as part of its offer that it [] is, or [**X**] is not, a HUB certified by the Texas Procurement and Support Services (TPASS).

I.28 CHILD SUPPORT

See Exhibit A, Execution of Proposal.

I.29 FRANCHISE TAX REPRESENTATION

The Contractor represents and certifies as part of its offer that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

I.30 TYPE OF BUSINESS ORGANIZATION

The Contractor, by checking the applicable box, represents that:

- A. It operates as [**X**] a corporation incorporated under the laws of the State of Delaware, [] an individual, [] a partnership, [] a nonprofit organization or [] a joint venture; or
- B. If the Respondent is a foreign entity, it operates as [] an individual, [] a partnership, [] a nonprofit organization, [] a joint venture, or [] a corporation, registered for business in _____ (country).

I.31 PREFERENCE CLAIM

I.31.1 Source and Specification Preferences

In accordance with Texas Administrative Code 34 (TAC) Rule 20.38, the Bidder shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the bid show a right to the preference.

- _____ Products of persons with mental or physical disabilities.
- _____ Products made of recycled, remanufactured, or environmental sensitive Materials including recycled steel.
- _____ Energy efficient products.
- _____ Rubberized asphalt paving material.
- _____ Recycled motor oil and lubricants.

I.31.2 Tie-Bid Preferences

- _____ Goods produced or offered by a Texas bidder that is owned by a Texas Resident service-disabled veteran.*
- _____ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.*
- _____ Agricultural products produced or grown in Texas.
- _____ Agricultural products or services offered by Texas Bidders.*
- _____ Services offered by a Texas bidder that is owned by a Texas resident serviced-disabled veteran.*
- _____ Services offered by a Texas bidder that is not owned by a Texas resident serviced-disabled veteran.
- _____ Texas Vegetation Native to the Region.
- _____ USA produced supplies, materials, equipment or agricultural products.

I.31.3 Additional Preferences

- _____ Products produced at facilities located on formerly contaminated property.
- _____ Products and services from economically depressed or blighted areas.
- _____ Vendors that meet or exceed air quality standards.
- _____ Recycled or reused computer equipment of other manufacturers.
- _____ Foods of higher nutritional value (for consumption in a public cafeteria only).

*By signing this bid, the Bidder certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in 34 TAC Rule 20.32 (68).

I.32 REPRESENTATIONS OF RESPONDENT

The Contractor represents and warrants to and for the benefit of the Commission, with the intent that the Commission will rely thereon for purposes of entering into this Contract, as follows:

I.32.1 Organization and Qualification

If the Contractor operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

I.32.2 Authorization

This Contract has been duly authorized, executed and delivered by the Contractor and, assuming due execution and delivery by the Commission, constitutes a legal, valid and binding agreement enforceable against the Contractor in accordance with its terms.

I.32.3 No Violation of Agreements, Articles of Incorporation or Bylaws

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Contractor is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Contractor or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Contractor's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Respondent.

I.32.4 No Defaults under Agreements

The Contractor is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Contractor under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Contractor's ability to perform its obligations under this Contract.

I.32.5 Compliance with Laws

Neither the Contractor nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Contractor or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Contractor is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Contractor's ability to perform its obligations under this Contract.

I.32.6 No Litigation

Contractor certifies that there is no pending or to its knowledge any threatening action, suit or proceeding to which it is a party, before or by any court or governmental agency or body, which might result in any material adverse change in the Contractor's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters, and no labor disturbance by the employees of the Contractor exists or is imminent which might be expected to materially and adversely affect the Contractor's ability to perform its obligations under this Contract. The Contractor will notify the Commission in

writing within five days of actions, suits or proceedings filed against the Contractor or to which it is a party before or by any court or governmental agency or body, which might result in any material adverse change in the Contractor's ability to perform its obligations under this Contract.

I.32.7 Taxes

Contractor has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon. The Contractor has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Contractor's ability to perform its obligations under this Contract.

I.32.8 Financial Statements

The Contractor has delivered to the Commission a copy of its most recent audited financial report. This report must include, at a minimum the following financial information: audited balance sheet and statement of income and any changes in financial position of the company. This statement fairly presents the financial position of the Contractor at the date shown and the results of its operations for the period covered; and has been prepared in conformity with generally accepted accounting principles applied on a consistent basis, except as discussed in the notes to the financial statement.

I.32.9 No Adverse Change

Since the date of the Contractor's most recent balance sheet provided to the Commission, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Contractor from that reflected in such balance sheet which is material to the Contractor's ability to perform its obligations under this Contract

I.32.10 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as Contractor can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Commission by the Contractor prior to the date hereof.

I.32.11 No Collusion

Contractor represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their Offer and its submission or response thereto with any third party other than persons or entities which Contractor engaged to assist it with respect to such response or submission.

Neither the Contractor nor the firm, corporation, partnership or institution represented by the Contractor or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal submitted to any competitor or any other person engaged in such line of business.

I.32.12 No Gratuities

The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

I.32.13 No Compensation

Contractor represents and certifies that its employees, agents and representatives have not received compensation for participation in the preparation of the specifications for this solicitation.

I.32.14 Contracting with Executive Head of State Agency

Contractor represents and certifies that they are in compliance with Texas Government Code, Section 669.003 relating to contracting with the executive head of a state agency.

If Section 669.003 applies, Contractor shall complete the following information in order for the offer to be evaluated:

Name of Former Executive: Not applicable

Name of State Agency: Not applicable

Date of Separation from State Agency: Not applicable

Date of Employment with Respondent: Not applicable

I.32.15 Notification

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

I.32.16 Suspension, Debarment, and Terrorism

Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the Federal Government's Terrorism Watch List as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>. See also Exhibit A, Execution of Proposal.

I.33 REPRESENTATIONS OF COMMISSION

The Commission represents and warrants to and for the benefit of the Contractor with the intent that the Contractor will rely thereon for purposes of entering into this Contract as follows:

I.33.1 Authorization

The Commission has the requisite power to enter into this Contract and perform its obligations thereunder and by proper action has duly authorized the execution, delivery and performance hereof.

I.33.2 No Violation of Agreements

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof shall not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Commission is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Commission or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Commission's ability to perform its obligations under this Contract.

I.33.3 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as the Commission can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the services required under this Contract that would increase the cost to the Contractor of providing such services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Contractor by the Commission prior to the date hereof.

I.34 AUTHORIZED NEGOTIATORS

The Contractor represents that the following persons are authorized to negotiate on its behalf with the Commission in connection with this Request for Proposals: (list names, titles and telephone numbers of the authorized negotiators).

Paul Alan Boskind, Ph.D., CEO/President - Deer Oaks EAP Services (210) 569-8213

I.35 PAYEE IDENTIFICATION NUMBER

See Exhibit A, Execution of Proposal.

I.36 POINT OF CONTACT

The Contractor shall provide the name, address and phone number of a point-of-contact for questions concerning the submitted Offer.

Name: Denise McDonald Title: EAP Proposal Manager

Phone Number: (210) 569-8213 Fax Number: (210) 224-2111

Street Address: 126 E. Main Plaza, Suite 8

City: San Antonio State: Texas Zip Code: 78205

SECTION J - GENERAL PROVISIONS

J.1 RELATIONSHIP OF PARTIES

The 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 TYC by virtue of this contract.

J.2 INDEMNITY

Service Provider agrees to be liable for, and hereby does indemnify and hold harmless TYC and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts or omissions on the part of Service Provider, its officers, directors, agents, representatives, employees, or visitors which may arise out of or could result from this contract.

J.3 LIABILITY INSURANCE

See Section H.1.

J.4 CONFIDENTIALITY AND SECURITY

J.4.1 Student Records

Service Provider agrees that all its employees will comply with state and federal law and with TYC policies regarding the confidentiality of student records and identifying information.

J.4.2 Non Release of Information

Service Provider agrees that all information regarding TYC and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of TYC.

J.4.3 Compliance with Security Regulations

Service Provider's employees who visit any TYC facility will comply with that facility's security regulations.

J.4.4 No Disclosure

Identifying pictures, appearances, films, or reports of TYC youth may not be disclosed by Service Provider without the written consent of the youth and, if under age eighteen (18), of his or her parents, guardian, or managing conservator.

J.5 ADMINISTRATIVE ERROR SANCTIONS

J.5.1 Actions

TYC, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:

- a. Require the Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
- b. Recoup payment made to Service Provider; and/or
- c. Impose recommendations from audit or investigative findings, and minor or major sanctions; and/or
- d. Assess liquidated damages for each instance of non-compliance with the terms of this contract equal to \$150 multiplied by the average daily population of TYC youth placed with the Service Provider in the preceding month; and/or
- e. Suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, moratorium on placements, population limitations and/or removal of all youth presently in the program.

J.5.2 Corrective Plans

Service Provider shall cooperate fully with TYC and its authorized representative in carrying out corrective action plans.

J.6 TERMINATION

J.6.1 Termination for Convenience – Service Provider

Service Provider may terminate, for convenience, its obligations under this contract by giving sixty (60) calendar days notice, to allow TYC the necessary time to re-solicit this service.

J.6.2 Termination for Convenience – TYC

TYC may terminate, for convenience, its obligations under this contract by giving sixty (60) calendar days notice, or immediately in the event breach of contract by Service Provider.

J.6.3 Termination Due to Lack of Funding

TYC shall terminate this contract in the event that TYC is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

J.7 FUNDING OUT

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 this Termination Article shall apply. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

J.8 WAIVER

No waiver by either party of any breach or default of the other under this contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

J.9 SEVERABILITY

If any part of this contract is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this contract are declared to be severable.

J.10 CONTRACT TERM

See Section F.1.

J.11 CONTRACT AMENDMENT

No other agreements, oral or written, shall constitute a part of this contract unless such be mutually agreed to, made in writing, executed by the parties hereto or their successors, and expressly made a part thereof.

J.12 NOTICE OF CHANGES

J.12.1 Significant Changes

Service Provider shall notify TYC immediately in writing in advance of any significant change affecting the Service Provider, including but not limited to change of Service Provider's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and other significant changes that may affect the delivery of services under the terms of this contract.

J.12.2 Transfer or Assignment

Service Provider shall refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from TYC. See also Section J.23.

J.13 NOTICE

Required notices will be provided to the Director of Contracts, Procurement and Support Services at the TYC Central Office at 4900 North Lamar Blvd., Austin, Texas 78751, and to the Service Provider at 126 E. Main Plaza, Suite 8, San Antonio, Texas 78205.

J.14 VENUE

In any legal action arising under this contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.

J.15 PROBLEM SOLVING IN THE ORDINARY COURSE OF BUSINESS**J.15.1 Routine Problem Solving**

The parties to this contract shall use the procedures contained in this article for routine problem solving including claims for breach of contract. Should these procedures not resolve claims for breach of contract, the procedures contained in Section J.16 shall be followed thereafter.

J.15.2 Informal Resolution

Contract Service Providers and TYC staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, TYC staff are encouraged to utilize the following mechanism to resolve problems.

J.15.3 Formal Resolution

- a. Contract Service Providers or TYC staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution.
- b. The statement of problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
- c. Problems are resolved within ten working days; written responses will be sent to the individual or program that submitted it, designated contact and designated contact's supervisor.

J.15.4 Appeal

Service Provider desiring to appeal the decision may do so within ten (10) business days by writing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was resolved by the designated contact; or Director of Contracts, Procurement and Support Services if the problem was resolved by the designated contact's supervisor. When appealed, the problem shall be resolved within fourteen (14) business days; responses will be sent to the individual or program who submitted it; designated contact; designated contact's supervisor; and Director of Contracts, Procurement and Support Services.

J.16 CLAIMS FOR BREACH OF CONTRACT**J.16.1 Dispute Resolution**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used, as further described herein, by the Texas Youth Commission and Service Provider to attempt to resolve any claim for breach of contract made by the Service Provider.

- a. Service Provider's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the Service Provider shall submit written notice, as required by Subchapter B, to the Executive Director. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Texas Youth Commission and the Service Provider otherwise entitled to notice under the parties' contract. Compliance by the Service Provider with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
- b. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the Service Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Texas Youth Commission if the parties are unable to resolve their disputes under subparagraph A of this paragraph.
- c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Texas Youth Commission nor any other conduct of any representative of the Texas Youth Commission relating to the contract shall be considered a waiver of sovereign immunity to suit.

J.16.2 Chapter 2260

The submission, processing and resolution of the Service Provider's claim is governed by the published rules adopted by the Texas Youth Commission pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

J.16.3 No Suspension of Performance

Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Service Provider, in whole or in part.

J.17 NO THIRD PARTY BENEFICIARIES

The terms of the Agreement are for the sole benefit of the parties to the Agreement and will not be construed to confer any rights on any other person.

J.18 AUDIT

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TYC or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TYC and State of Texas requirements. Contractor shall maintain all such documents and other records relating to this Agreement and

the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by TYC, the State of Texas or their authorized representatives. Contractor shall cooperate with auditors and other authorized TYC and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TYC or the State of Texas. By example and not as an exclusion to other breaches or failures, Contractor's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize TYC to immediately assess the liquidated damages for such failure. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in the RFP. TYC may require, at Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm of Contractor's books and records or the State's property. The independent auditor shall provide TYC with a copy of such audit at the same time it is provided to Contractor. TYC retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Tex Government Code, the State Auditor may conduct an audit or investigation of the Contractor or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Contractor or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. This Agreement may be amended unilaterally by TYC to comply with any rules and procedures of the State Auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the State Auditor on September 5, 2003, in addition to the above, (1) the Contractor understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds; (2) the Contractor further agrees to cooperate fully with the State Auditor in the conduct of the audit or investigation, including providing all records requested; and (3) the Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards. In contracts involving federal funds, the right to audit provision of the contract includes the right for the cognizant federal agencies and the federal Office of Inspector General to audit. See also Section E.3.

J.19 DEFAULT

If the Service Provider defaults on the contract, TYC reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting Service Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

J.20 DEBT OWED TO STATE OF TEXAS

Service Provider agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

J.21 BUY TEXAS

Contractor represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

J.22 SPECIFICATIONS

The services performed shall be in accordance with the purchase specifications herein. TYC will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. TYC will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the contractor.

J.23 ASSIGNMENT

Without the prior written consent of TYC, the Service Provider may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

J.24 COMPLIANCE WITH OTHER LAWS

In the execution of this Contract, Contractor shall comply with all applicable federal, state and local laws, including laws governing labor, equal employment opportunity, safety and environmental protection. Contractor shall make itself familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect performance under this Contract.

J.25 EXECUTION AUTHORITY

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the respondent and to bind the respondent under any contract resulting from this proposal.

J.26 REDACTED ELECTRONIC COPY

Under House Bill 3430, 80th Texas Legislature, (transferring §2177.052, Tex. Gov't Code, to Chapter 322, Tex. Gov't Code and redesignating it as §322.020) and as per the following requirements, no later than two (2) business days after Awarded Respondent's receipt of notice from Texas Youth Commission of Awarded Respondent's tentative contract award, the Awarded Respondent (and no other Respondents) must deliver to Texas Youth Commission two (2) electronic copies of its complete proposal. Awarded Respondent shall deliver these

electronic copies to Texas Youth Commission via overnight delivery in compliance with all of the following requirements:

Two (2) CDs, each containing a copy of Awarded Respondent's Proposal, in searchable pdf format, which has excised, blacked out, or otherwise redacted information from its Proposal that Awarded Respondent reasonably considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of Awarded Respondent's Proposal, such as social security numbers). Each CD shall also contain an Appendix for Awarded Respondent's Proposal which provides a cross reference for the location of all information redacted by Awarded Respondent and a general description of the redacted information. These two (2) identical CDs should be entitled "For Public Release: Redacted Version of [Name of Awarded Respondent]'s Proposal and Exhibits. Texas Youth Commission's RFP No. 694-11-0001."

The Texas Legislative Budget Board has now implemented this contracts database. For information regarding the LBB website, go to:

<http://www.statutes.legis.state.tx.us/SOTWDOcs/GV/htm/GV.322.htm#322.020>

See the LBB website at www.lbb.state.tx.us <<http://www.lbb.state.tx.us/>>. Texas Youth Commission shall upload to the LBB's contracts database the text of the complete contract (with limited redaction and appendix) no later than ten (10) days after date of contract award. In submitting a Proposal in response to this RFP, Respondents acknowledge that they understand and accept this requirement.

For the Texas Youth Commission:

Signature on file

10/19/10

Cheryl K. Townsend, Executive Director

Date

For Deer Oaks EAP Services LLC:

Signature on file

10/28/10

Signature

Printed Name

Title

Date

Paul Alan Boskind, Ph.D., President/CEO

Approved as to form:

Signature on file

10/1/10

April Griffin, TYC Attorney

Date

Contract CS111

EXHIBIT A
EXECUTION OF PROPOSAL

NOTE: RESPONDENT SHALL COMPLETE AND RETURN THIS EXHIBIT WITH OFFER. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE OFFER.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, Offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Offer made to any competitor or any other person engaged in such line of business. By signing this Offer, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in 34 TAC § 20.32(68).

Under Section 2155.006(b) of the Texas Government Code (TGC), a state agency may not accept a bid or award a contract including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other natural disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other natural disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response.

Name: Paul Alan Boskind, PhD Social Security Number: [REDACTED]

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

Under Government Code §669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, TYC or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of TYC or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent. See Section I.32.14.

TYC is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at:

<http://www.epls.gov>.

Respondent is in compliance with TGC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, Respondent shall provide the following information in the spaces provided in Section I.32.14 (See Section I.32.14): Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this Offer.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the Respondent or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Respondent and the requirement to cooperate is included in any subcontract it awards. Respondent certified that it has not been an employee of the TYC within the last twelve (12) months.

Respondent (Company): Deer Oaks EAP Services, LLC _____

Signature (Ink): *Paul Alan Boskind, PhD*

Name (Typed/Printed): Paul Alan Boskind, PhD _____

Title: CEO, President _____

Date: July 28, 2010

Street: 126 E. Main Plaza, Suite 8 _____

City/State/Zip: San Antonio, TX 78205 _____

Telephone and Facsimile Number: 210-224-2111 _____

Payee Identification Number: [REDACTED] _____

or,

Federal Taxpayer Identification Number: [REDACTED] _____

TYC Facilities Address List

Institutions

Al Price State Juvenile Correctional Facility

3890 FM 3514
Beaumont, Texas 77705
(409) 749-6100
FAX (409) 722-1490

Corsicana Residential Treatment Center

4000 W. 2nd Avenue
Corsicana, Texas 75110
(903) 875-3200
FAX (903) 872-6667

Crockett State School

1701 SW Loop 304
Crockett, Texas 75835
(936) 852-5000
FAX (936) 544-2543

Evins Regional Juvenile Center

3801 E. Monte Cristo Road
Edinburg, Texas 78541
(956) 289-5500
FAX (956) 381-1425

Gainesville State School

1379 Farm Road 678
Gainesville, Texas 76240
(940) 665-0701
FAX (940) 665-0469

Giddings State School

2261 James Turman Rd.
P.O. Box 600
Giddings, Texas 78942
(979) 542-4500
FAX (979) 542-0177

McLennan County State

Juvenile Correctional Facility Unit I

116 Burleson Road
Mart, Texas 76664
(254) 297-8200
FAX (254) 297-8392

McLennan County State

Juvenile Correctional Facility Unit II

116 Burleson Road
Mart, Texas 76664
(254) 297-8200
FAX (254) 297-5706

Ron Jackson State Juvenile Correctional Complex Unit I

800 FM 3254
Brownwood, Texas 76801

Halfway Houses

Ayres House

17259 Nacogdoches Rd.
San Antonio, Texas 78266
(210) 651-4374
FAX (210) 651-7465

Beto House

4513 W. Business Highway 83
McAllen, Texas 78501
(956) 631-5111
FAX (956) 631-5855

Cottrell House

7929 Military Parkway
Dallas, Texas 75227
(214) 388-5497
FAX (214) 275-4423

Edna Tamayo House

1438 North 77 Sunshine Strip
Harlingen, Texas 78550
(956) 425-6567
FAX (956) 412-0110

McFadden Ranch

3505 North Haynes Road
Roanoke, Texas 76262
(817) 491-9387
FAX (817) 491-9568

Schaeffer House

12451 Garment Road
El Paso, Texas 79938
(915) 856-9324
FAX (915) 856-9623

Turman House

P.O. Box 14866
Austin, Texas 78761
7308 Cameron Road
Austin, Texas 78752
(512) 452-6481
FAX (512) 452-7054

Willoughby House

8100 West Elizabeth Lane
Fort Worth, Texas 76116
(817) 244-4992
FAX (817) 244-7250

York House

422 South Enterprize Parkway
Corpus Christi, Texas 78405
(361) 299-6307
FAX (361) 299-6319

District Offices

Amarillo District Office

7120 I-40 West
Suite 140
Amarillo, Texas 79106
(806) 354-2134
FAX (806) 354-2803

Austin District Office

6400 FM 969
Austin, Texas 78724-5304
(512) 919-5000
FAX (512) 919-5045

Dallas District Office

1575 W. Mockingbird Lane
Suite 650
Dallas, Texas 75235
(214) 678-3600
FAX (214) 678-3632

El Paso District Office

12451 Garment Road
El Paso, Texas 79938
(915) 857-9435
FAX (915) 857-0689

Fort Worth District Office

2462 E. Long Avenue
Fort Worth, Texas 76106
(817) 378-2100
FAX (817) 626-2611 Parole
FAX (817) 626-2644 QA

Harlingen District Office

1810 W. Jefferson
Harlingen, Texas 78550
(956) 423-6634
FAX (956) 425-4944

Houston District Office

10165 Harwin 180
Houston, Texas 77036
(713) 942-4200
FAX (713) 484-5543 Parole
FAX (713) 484-5523 QA

Lubbock District Office

22 Briercroft Office Park, Suite 9
Lubbock, Texas 79412
(806) 763-1691
FAX (806) 763-1753

Midland District Office

602 N. Baird, Suite 101
Midland, Texas 79701
(432) 570-7338
FAX (432) 685-6042

New Waverly District Office

P.O. Box 1267
Brownwood, Texas 76804
(325) 641-4200
FAX (325) 646-7704

**Ron Jackson State Juvenile
Correctional Complex Unit II**

800 FM 3254
Brownwood, Texas 76801
P.O. Box 872
Brownwood, Texas 76804
(325) 641-4201
FAX (325) 643-4448

~~Victory Field Correctional Academy~~

~~8407 FM 433 West
P.O. Box 2010
Vernon, Texas 76384
(940) 552-9347
FAX (940) 552-9638~~

~~West Texas State School~~

~~Interstate 20
P.O. Box 415
Pyote, Texas 79777
(432) 389-5555
FAX (432) 389-5662~~

143 Forest Service Rd. #233
New Waverly, Texas 77358
(936) 344-6218
FAX (936) 344-7408

San Antonio District Office

321 N. Center
Suites 101W QA, 200W Parole
San Antonio, TX 78202
(210) 242-7800
FAX (210) 242-7845 Parole
FAX (210) 242-7885 QA

Tyler District Office

Cotton Belt Building
1517 W. Front Street, Suite 277
Tyler, Texas 75702
(903) 597-0628
FAX (903) 597-7389

Waco District Office

717 Franklin Avenue, Suite 100
Waco, Texas 76701
(254) 755-7052
FAX (254) 755-7074

[Intranet Home](#) | [Employee Directory](#)

Last Updated: November 3, 2009 January 6, 2010
E-mail comments to: web.admin@tyc.state.tx.us



HUB SUBCONTRACTING PLAN (HSP)

in accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: Deer Oaks EAP Services, LLC State of Texas VID #: EIN [REDACTED]
 Point of Contact: Denise McDonald Phone #: 210-569-8213
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Solicitation #: RFP #694-11-0001

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
 (If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) - Counseling	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

Enter your company's name here: Deer Oaks EAP Services, LLC Solicitation #: RFP #694-11-0001

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 1 Description: Counseling services

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than **five (5) working days** from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
Jessica Chapman	██████ / ██████	07 / 06 / 2010	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Karen Thompson	██████ / ██████	07 / 06 / 2010	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Please see attached pages for additional contacted HUB firms.		07 / 06 / 2010	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
Alicia Locke	██████	3.23 %	\$ 1,224.19	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*
Please see attached "Selected HUB Contractor" Spreadsheet for additional selected contractors.		%	\$	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

N/A

Enter your company's name here: Deer Oaks EAP Services, LLC

Solicitation #: RFP #694-11-0001

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature on file


Signature

Paul Alan Boskind, PhD
Printed Name

CEO, President
Title

August 2, 2010
Date

