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INTERAGENCY SERVICES CONTRACT BETWEEN THE TEXAS JUVENILE JUSTICE DEPARTMENT AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

TJJD Contract # CON0000312

This contract is by and between **The Texas Juvenile Justice Department**, hereafter called "TJJD" and **University of Texas Health Science Center San Antonio, 7703 Floyd Curl, San Antonio, Texas 78229,** hereafter called "Service Provider." For and in consideration of the mutual promises set forth below, the parties agree as follows:

This contract is effective **September 1, 2015** and will expire on **August 31, 2017.**

This contract is entered into under the authority of Section 2155.143 and Chapter 771 of the Texas Government Code.

I. SERVICE PROVIDER

A. For and in consideration of the payment for 10 to 12 hours of services per month, the Service Provider shall, in coordination with the TJJD Medical Director, provide the following:

1. Advanced and/or managerial (senior-level) psychiatric evaluations and reviews for TJJD;

2. Psychiatric expertise and consultation to the TJJD Medical Director, TJJD Director of Nurses, and other TJJD Executive Staff;

3. Oversight of psychiatric services delivered by health care contractors, monitoring psychiatric practices and making recommendations for improvement;

4. Input into policies and procedures regarding the provision of psychiatric/mental health treatment and services and coordination of psychiatric activities and policy/procedure development;

5. Research criteria and publishing data consistent with IRB guidelines and provide service as an agency liaison with psychiatric professional associations and the general psychiatric community;

6. Participation in all joint meetings with UTMB leadership that specifically address psychiatric treatment plans and quality assurance activities and attendance at any meetings requested by the TJJD Medical Director; and

7. A formulary for various psychotropic drugs and a prior authorization process, working in conjunction with UTMB's psychiatric department. The formulary shall be cost effective and follow national and community standards.

B. Service Provider shall:

1. Submit via email to Sarah McCleary, TJJD Medical Division Executive Assistant (sarah.mccleary@tjjd.texas.gov), a monthly invoice for services rendered, no later than ten (10) days from the last day of the month for which payment is requested, containing the date services were provided and a description of the services rendered;

2. Maintain a log of billable hours and submit the log to TJJD with each monthly invoice; and

3. Ensure all invoices and backup documentation are complete and error-free, to avoid delays in invoice processing.

II. TJJD

For and in consideration of the Service Provider's services, TJJD shall pay Service Provider according to the following terms:

1. TJJD shall pay for services rendered as described herein. Cumulative payments to Service Provider under this contract shall not exceed $42,000.00 for the two-year term of this contract and shall not exceed $21,000.00 for a single year. Dr. Pliszka's service rate is $130.00 per hour and Dr. Bailey's service rate is $130.00 per hour for an average of 8 to 10 hours per month.

2. TJJD shall make payment in accordance with Texas Government Code Chapter 2251. Under Texas Government Code Section 403.0551, the state may deduct the amount of Service Provider's indebtedness to the state or tax delinquency from any amount the state owes Service Provider or its successor.

SECTION III
CERTIFICATIONS

Article 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.

Article 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.

Article 3: Franchise Taxes

Section 1: 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 TJJD or other administrative error sanctions may be taken.

Section 2: If Service Provider is exempt from payment of Texas franchise taxes, Service Provider shall so indicate by attachment to this contract.

Section 3: If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJD within 24 hours. If such delinquency cannot be

cured within 24 hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken under the provisions of the contract.

Article 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 TJJD 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 TJJD.

Article 5: Human Immunodeficiency Virus Services Act Compliance

Section 1: Service Provider certifies compliance with the Human Immunodeficiency Virus Services Act (Texas Health and Safety Code Chapter 85) requirements for maintenance of confidentiality regarding HIV and its related conditions, including Acquired Immunodeficiency Syndrome (AIDS).

Section 2: Service Provider further certifies that workplace guidelines have been developed and implemented in accordance with the Human Immunodeficiency Virus Services Act. Service Provider may elect to use workplace guidelines developed and implemented by TJJD. Should Service Provider not elect to use workplace guidelines developed and implemented by TJJD, Service Provider agrees its workplace guidelines shall be similar to TJJD's as required by §85.113, Texas Health & Safety Code.

Section 3: 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.

Article 6: Communicable Disease Prevention & Control Act Compliance

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act (Texas Health and Safety Code Chapter 81).

Article 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 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this contract is in force.

Article 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 listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this contract. This prohibition includes the

carrying of a 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 TJJD youth in Service Provider's care.

Article 9: Required Disclosure of Lobbyist Activity

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

Article 10: Notification to TJJD of Subconsultants & Subcontractors

Section 1: Service Provider shall notify TJJD 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 $5,000.00 during the term of this contract. Service Provider may not use subcontractors and subconsultants to perform Service Provider's duties under this contract without prior written approval of TJJD. Approval will not be unreasonably withheld.

Section 2: No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TJJD. TJJD 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.

Section 3: Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

Article 11: Compliance with Child Support, §231.006, Family Code

Texas Family Code Section 231.006 provides that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Family Code, the vendor or applicant (Service Provider) certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

SERVICE PROVIDER MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For business entities with no identifiable owner of twenty-five percent (25%) or more of the entity, indicate "none" on the first line below.

Name:	Social Security Number:
None	

Article 12: Compliance with §572.054, Texas Government Code, Former Officer or Employee of TJJD

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJD to perform services on Service Provider's behalf, to secure this contract, or to represent Service Provider in any manner prohibited by Section 572.054. A false certification could result in termination of this contract, withholding of payments, or other administrative error sanctions.

Article 13: Compliance with §2252.901, Texas Government Code, Former or Retired Employee of the Agency

Service Provider certifies compliance with Texas Government Code Section 2252.901, 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 TJJD.

Article 14: 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.

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 Service Provider 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 https://www.sam.gov.

Article 15 Terrorism

The Texas Juvenile Justice Department 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 Service Providers/vendors with The System for Award Management (SAM), https://www.sam.gov, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Article 16: Fingerprint and Background Check:

Service Provider will:

1. As directed, provide information regarding persons providing services under this Contract and personnel access for a criminal background check including, without limitation, fingerprinting check, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check and drug test. Criminal background checks shall be conducted at TJJD's expense and through TJJD or TJJD's contract Service Provider's 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 contract. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.

2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with TJJD 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 contract unless authorized by TJJD's Director of Human Resources.

TJJD will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resource Department, Manager of Criminal Background Checks, (512) 490-7130.

Article 17: Convictions for Hurricane Katrina or Rita

Under Section 2155.006, Government Code, the vendor 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 Section 2155.006(b) of the Texas Government Code, 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 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 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.

Article 18: Antitrust

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

Article 19: Intellectual Property Indemnification

To the extent of the Texas Constitution the Service Provider will indemnify, defend and hold harmless the State of Texas and Texas Juvenile Justice Department against any action or claim brought against the State of Texas and/or Texas Juvenile Justice Department that is based on a claim that software infringes

any patent rights, copyright rights or incorporated misappropriated trade secrets. Service Provider will pay any damages attributable to such claim that are awarded against the State of Texas and/or Texas Juvenile Justice Department in a judgment or settlement.

If Texas Juvenile Justice Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of Texas Juvenile Justice Department Service Provider shall, at its sole expense (1) procure for Texas Juvenile Justice Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

Article 20: Contracting with Executive Head of State Agency

Under Texas Government Code 669.003, Service Provider certifies that he/she/it is not the executive head of the state agency, a person who at any time during the four years before the date of this contract was the executive head of the state agency, or a person or business entity that employs a current or former executive head of a state agency. If Service Provider meets any of these criteria, Service Provider shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Service Provider, and date of employment with Service Provider.

Article 21: Abandonment or Default

If the Service Provider defaults on the contract, Texas Juvenile Justice Department 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 Service Provider. 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.

Article 22: Certain Bids and Contracts Prohibited

Under Texas Government Code Section 2155.004, TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from TJJD to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Section 2155.004, Government Code, the vendor (Service Provider) 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.

Article 23: Gifts and Gratuity

By executing this contract, Service Provider certifies that he/she/it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor, or service to a public servant in connection with this contract. Service Provider acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Article 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 Service Provider 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 https://www.sam.gov/portal/public/SAM

Article 25: By signature hereon, the Service Provider certifies that:

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

When a Texas business address shown hereon that address is, in fact, the legal business address of Service Provider and Service Provider qualifies as a Texas Bidder under Texas Administrative Code Title 34, Sec. 20.32(68).

ARTICLE 26: Compliance with PRISON RAPE ELIMINATION (PREA)

Service Provider shall comply with the Prison Rape Elimination Act (PREA) of June 20, 2012 (42 U.S.C. 15601 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this Contract.

ARTICLE 27: Access to Information

Service Provider is required to make any information created or exchanged with TJJD pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, available in a format that is accessible by the public at no additional charge to TJJD. Service Provider agrees to provide TJJD with this information in a format that is accessible to the public, including, without limitation, non-encrypted electronic format, PDF, and HTML.

ARTICLE 28: Verification of Worker Eligibility Clause FOR SERVICE OR CONSTRUCTION CONTRACTS ONLY

1. If Service Provider is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify") at time of contract award, Service Provider shall:
    a. Enroll in the E-Verify program within 30 calendar days of contract award; and thereafter
    b. Use E-Verify to initiate, within 3 business days after the date of hire, verification of employment eligibility of all new hires of Service Provider employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the Service Provider to perform work pursuant to this contract, within the United States.
2. If Service Provider is enrolled in E-Verify at time of contract award, Service Provider shall use E-Verify to initiate, within 3 business days after the date of hire, verification of employment eligibility of all new hires of Service Provider employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the Service Provider to perform work pursuant to this contract, within the United States
3. Service Provider shall comply with the requirements of the E-Verify program Memorandum of Agreement (MOU). If the Department of Homeland Security (DHS) or the Social Security Administration (SSA) terminates Service Provider's MOU and denies access to the E-Verify system in accordance with the terms of the MOU, TJJD may terminate this contract.
4. Service Provider shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties), in each subcontract under this contract that is for services or construction.

5. Service Provider shall provide, upon request of TJJD, an electronic or printed image of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each of Service Provider's employees, subcontractors, and subcontractors' employees that meet the criteria above, provided that such dissemination has been authorized in advance by SSA or DHS for legitimate purposes.
6. If Service Provider fails to comply with the requirements of this clause, TJJD may terminate this contract, withhold payment, or impose other administrative error sanctions.
7. The requirements of this clause only apply to contracts for services or construction.

SECTION IV
GENERAL PROVISIONS

Article 1: Relationship of Parties

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

Article 2: Indemnity

Service Provider agrees to be liable for, and hereby does indemnify and hold harmless TJJD 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 intentional or negligent 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 or its performance.

Article 3: Liability Insurance

Section 1: It is the policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the State who are acting within the scope of their employment. Rather, third parties must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment as more fully set out above. Notwithstanding the foregoing, each component of the University of Texas System, including Service Provider, may enroll qualified personnel into the UT Systems Professional Medical Liability Benefit Plan, under the authority of Chapter 59, Texas Education Code. A copy of the plan can be found at: http://www.utsystem.edu/ogc/health/homepage.htm . Moreover, Service Provider has and will maintain in force during the term of this agreement adequate insurance to cover its indemnification obligations, including worker's compensation/employer's liability coverage provided at statutory minimum coverage.

Section 2: Service Provider shall provide proof of insurance documents to the TJJD Contracts Department, upon request.

Section 3: The required insurance coverage must be maintained during the term of this contract and any subsequent extensions in the above stated amount. Failure to maintain the required insurance coverage may result in termination of this contract or any other administrative error sanctions.

Article 4: Confidentiality and Security

Section 1: Service Provider agrees that all its employees will comply with state and federal law and with TJJD policies regarding the confidentiality of student records and identifying information.

Section 2: Service Provider agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of TJJD.

Section 3: Service Provider's employees who visit any TJJD facility will comply with that facility's security regulations.

Section 4: Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Service Provider without the written consent of the youth and, if under age 18, of his or her parent, guardian, or managing conservator.

Article 5: Administrative Error Sanctions

Section 1: TJJD, 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, without limitation:

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;
d. Assess liquidated damages for each instance of non-compliance; and/or
e. Suspend, place into abeyance, or remove any contractual rights including, without limitation, withholding payment, moratorium on placements, population limitations and/or removal of all youth presently in the program.

Section 2: Service Provider shall cooperate fully with TJJD and its authorized representatives in carrying out corrective action plans.

Article 6: Termination

Section 1: Service Provider may terminate, for convenience, its obligations under this contract by giving thirty (30) days notice.

Section 2: TJJD may terminate, for convenience, its obligations under this contract by giving thirty (30) days notice, or immediately in the event breach of contract by Service Provider.

Section 3: TJJD shall terminate this contract in the event that TJJD 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.

Section 4: Cause/Default: If the Service Provider fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract. TJJD may, upon written notice of default to the Service Provider, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under the Contract. TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TJJD notifies the Service Provider in writing prior to the exercise of such remedy. Service Provider shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein.

Article 7: Funding Out Clause

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply. This contract is subject to termination, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

Article 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.

Article 9: Severability

The provisions of this contract are severable. If any provision of this contract is determined by a court of law or other competent authority to be invalid and contrary to any federal, state, or local law, such invalidity shall not affect the other provisions or applications of this contract which can be given effect without the invalid provision or application.

Article 10: Contract Term

This contract will become effective upon final signature through August 31, 2017. This contract may be renewed for two (2) additional terms of two (2) years each, provided that both parties agree in writing. Any renewals shall be at the same terms and conditions, plus any approved changes. The rates and services may be renegotiated based on performance and required service delivery.

Article 11: Contract Amendment and Merger Clause

This contract encompasses the complete and entire agreement of the parties. Neither party has made or relied on any representations, stipulations, or agreements other than those expressly contained in this contract. No other contracts, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This Contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change the TJJD contract identification number, or increase the "not to exceed" amount if necessary for continuation of services.

Article 12: Notice of Changes

Section 1: Service Provider shall notify TJJD immediately in writing in advance of any significant change affecting the Service Provider, including, without limitation, 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.

Section 2: Service Provider shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJD.

Section 3: Service Provider shall not relocate the services provided under this contract from the location stated in the preamble without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Local Government Code, if applicable.

Article 13: Notice

Required mailed notices shall be addressed to Contracts and Procurement Division, Texas Juvenile Justice Department, P.O. Box 12757, Austin, TX 78711; and University of Texas Health Science Center, San Antonio, 7703 Floyd Curl, San Antonio, Texas 78229.

Article 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.

Article 15: Problem Solving in the Ordinary Course of Business

Section 1: The parties to this contract shall use the procedures contained in this article for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of contract, the procedures contained in Article 16 shall be followed thereafter.

Section 2: Informal Resolution: Service Provider and TJJD 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, TJJD staff are encouraged to utilize the following mechanism to resolve problems.

Section 3: Formal Resolution:

a. Service Provider or TJJD 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.

Section 4: Appeal: Service Provider desiring to appeal the decision may do so within ten 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 TJJD Contracts Department if the problem was resolved by the designated contact's supervisor. When appealed, the problem shall be resolved within 14 working days, responses will be sent to the individual or program who submitted it, designated contact, designated contact's supervisor, and TJJD Contracts Department.

Article 16: Claims for Breach of Contract

Section 1: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used, as further described herein, by the Texas Juvenile Justice Department 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 Juvenile Justice Department 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 Juvenile Justice Department 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 Juvenile Justice Department nor any other conduct of any representative of the Texas Juvenile Justice Department relating to the contract shall be considered a waiver of sovereign immunity to suit.

Section 2: The submission, processing and resolution of the Service Provider's claim is governed by the published rules adopted by the Texas Juvenile Justice Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Section 3: 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.

Article 17: No Third Party Beneficiaries

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

Article 18: Audit Clause

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract under the contract. Acceptance of funds 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, an 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. Service Provider shall ensure that this paragraph, concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate, is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Service Provider 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 Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Service Provider's failure to comply with this Article shall constitute a material breach of this Contract and shall authorize TJJD to immediately assess the liquidated damages. TJJD may require, at Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Service Provider. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Contract.

TJJD may unilaterally amend this Contract to comply with any rules and procedures of the State Auditor.

Article 19: Default

If the Service Provider defaults on the contract, TJJD 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 Service Provider. 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.

Article 20: Debt Owed to State of Texas

Service Provider agrees that any payments due under this contract will be applied towards any debt that is owed to the State of Texas, including, without limitation, delinquent taxes and child support.

Article 21: Buy Texas

In performing the contract, Service Provider shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.

Article 22: Specifications

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJD 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. TJJD will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the Service Provider.

Article 23: Assignment

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

Article 24: Compliance with Other Laws

In the execution of this Contract, Service Provider shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety, and environmental protection. Service Provider 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.

Article 25: Execution Authority

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

Article 26: Status of Service Provider

The Parties acknowledge that Service Provider is an agency of the State of Texas and under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege of the State of Texas. Notwithstanding the generality or specificity of any provision of this Agreement (including, without

limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representation or warranties), the provisions of this Agreement, as those provisions pertain to Service Provider, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. Service Provider will not be required to perform or refrain from performing any act that would violate the laws or the Constitution of the State of Texas.

For Service Provider:

Signature	Printed Name	Title	Date
	Andrea M. Marks, MBA, CPA	Vice President and Chief Financial Officer	9/15/15

For the Texas Juvenile Justice Department:

David Reilly, Executive Director	9/1/15 Date

Approved as to form:

Benjamin Bellomy, TJJD Attorney	8/28/2015 Date