STATE OF TEXAS §
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COUNTY OF TRAVIS §

CONTRACT FOR PAROLE SUPERVISION AND SERVICES
CONTRACT # CON0000633

This contract effective **September 1, 2016**, by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and the **Brazos County, 1904 West Highway 21, Bryan, Texas 77803**, hereinafter **Service Provider**, is for the provision of parole supervision and services to TJJD youth in the following counties: **Brazos**. This contract, **Number CON0000633**, will expire on **August 31, 2018**.

This contract is entered into pursuant to the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, and specifically under Texas Human Resources Code Section 245.002, for the mutual considerations described in this contract.

I. SERVICE PROVIDER

For and in consideration of the payment of fees for parole supervision and services, the Service Provider will:

A. Comply with applicable TJJD General Administrative Policies (GAP) and any amendments made to those policies during the term of this contract. A list of applicable GAP policies is attached as **Exhibit A**. This list is not all inclusive and may be subject to revision at the discretion of the TJJD.

B. Provide the following parole supervision and services:

1. Ensure compulsory school age youth comply with state compulsory school attendance laws.
2. Ensure non-compulsory school age youth are constructively engaged in employment, community service, training, educational activity, treatment, and/or home detention for a minimum of 40 hours per week.
3. Assess the youth's behavior and develop the Community Re-entry Plan (CRP) and objectives based on the Positive Achievement Change Tool (PACT) assessment within 30 days after the initial parole date (or the date assigned to the conditional placement); at least once every 30 days thereafter for youth on intensive supervision; or 90 days thereafter (or sooner if deemed appropriate) for youth on moderate or minimum supervision.
4. Ensure the youth complies with all required or special conditions outlined in their Community Re-entry Plan (CRP) and Conditions of Parole.
5. Based on surveillance levels, meet with the youth and collateral persons (family, employers, educators, treatment providers, etc.) to assess the youth's constructive activity involvement and progress toward CRP Objectives and compliance with Conditions of Parole. The following contact requirements apply:
   a. Intensive: Four (4) primary contacts and four (4) collateral contacts within the initial 30 days. At that point the youth will be reassessed to determine if he/she remains on intensive or is moved to moderate. If the youth remains on intensive, there will be at least one face-to-face and one collateral contact weekly.
   b. Moderate: At least two (2) primary contacts and two (2) collateral contacts monthly.
   c. Minimum: At least one (1) primary contact and two (2) collateral contacts monthly.

6. Require the youth to provide documentation in support of his/her **"Constructive Activity"** requirements, e.g., school attendance reports and/or employment verification documents (pay stubs, etc.). The youth must be engaged or participating in **Constructive Activity** such as educational, employment, treatment, training, home detention, and/or a community service program for a minimum of 40 hours per week.
7. Discharge youth in compliance with TJJD GAP.380.8595 and TJJD procedures for contract parole.
8. Ensure complaints are reported and resolved in compliance with TJJD GAP.380.9331 Youth Grievance System.
9. Ensure youth accountability for appropriate rules of conduct on parole TJJD GAP.380.9504 Rules and Consequences for Youth on Parole.
10. Ensure all allegations of mistreatment are reported in compliance with GAP.380.9333 Investigation of Alleged Abuse, Neglect and Exploitation.
11. Conduct appropriate administrative due process hearings in compliance with TJJD GAP.380.9551, 380.9553, 380.9555, 380.9557, 380.9559, 380.9561, and 380.9571.
12. Report all incidents for which youth may be disciplined and all serious incidents according to TJJD GAP.07.03 Incident Reporting and TJJD procedures for contract parole.
13. Conduct home assessment and updates, GAP.380.8539 Home Placement.
14. Comply with GAP.380.8791 for the family reintegration of youth with sexual behavior treatment needs and include at least one contact per month in the home while the youth is on double intensive, intensive, or moderate surveillance and at least one in home contact per quarter while the youth is on minimum surveillance.
15. Once trained in data entry, enter all data into TJJD–Correctional Care System (CCS) including Community-Positive Achievement Change Tool (C-PACT) and CRP within 72 hours of incident or activity.

C. Attend 18 hours of required TJJD sponsored training per year.

D. Submit quarterly claims to the TJJD District Office on a standardized invoice attached as **Exhibit B**. Use a separate invoice for each month and include on the invoice: the name of each youth for whom payment is being requested; their TJJD number; the start and end date; the total number of days for which payment is being requested; the rate of pay; and the total amount for each youth. Submit the invoice no later than ten (10) work days from the last day of the quarter for which payment is being requested.

E. Afford the TJJD access to TJJD youth and all records and/or information on TJJD youth at all times.

F. Forward copies of all audits, monitoring, and investigative reports completed by the program's certifications authority or any other funding entity to the Senior Director of Youth Placement, Re-Entry and Program Development within five (5) work days of receipt.

G. Allow TJJD/designee to perform monitoring, performance evaluations, investigations, or audit. In doing so:

1. Provide access, inspection, and reproduction to all records related to services rendered under this contract that are necessary to facilitate monitoring, performance evaluations, investigations, or audits.
2. Records include but are not limited to contracts, notes, real property documents, accounting/financial records, written policies and procedures, correspondence,

performance evaluation data, and reports, and any other information pertinent to revenues, costs, expenses, and performance of services provided under contract belonging to the Service Provider. Evaluation of services may include, but is not limited to, office visits, interviews with youth, and the administration of questionnaires to the staff of the Service Provider and TJJD youth.

3. Upon request by the TJJD and during reasonable business hours, provide facilities to TJJD/designee to perform any of the functions listed in this subsection, as well as adequate and appropriate workspace and copier.

H. Maintain all financial records in accordance with generally accepted accounting principles.

I. Maintain and retain records for a minimum of seven (7) years after the termination of the contract period, or for seven (7) years after the end of the federal fiscal year in which services were provided, whichever is longer. If any litigation, claims, disputes, or audit involving these records begins before the seven (7) years after the period expires, the Service Provider will keep the records and documents until all litigation, claims, disputes, or audit findings are resolved. Resolution is when a final order is issued in litigation or a written agreement is entered into between the TJJD and the Service Provider. Contract period means the beginning date through the ending date specified in the original contract or any amendments.

J. Notify the Parole Supervisor immediately if a TJJD youth's whereabouts are unknown or is arrested.

K. Require any of the Service Provider's employees to cooperate with and testify in judicial proceedings, legislative and administrative hearings, or investigations, at the request of the TJJD.

L. Notify the Senior Director of Youth Placement, Re-Entry and Program Development in writing of all revenue sources and reimbursements from third parties for any and all costs or services associated exclusively with a youth served under this contract. Billing more than one revenue source for the same costs or services provided to a single youth is prohibited and shall be recouped or administrative error sanctions shall be imposed as set forth herein. Neither a youth nor his/her parents or guardians will be required to pay for the support of the youth in the program, unless otherwise ordered.

M. Ensure a computer setup with the following: Microsoft Office for Microsoft Word documents and Microsoft Excel spreadsheets; local internet service provider (ISP); and an e-mail address.

N. Notify the TJJD if the Service Provider is or becomes a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). The Service Provider is to secure any HIPAA consent or authorization necessary to provide or obtain TJJD protected health information.

II. TJJD

For an in consideration of the parole supervision and services provided to TJJD youth by the Service Provider, the TJJD will:

A. Provide the Service Provider with policies and amendments from relevant TJJD manuals used in the provision of parole supervision and services to TJJD youth.

B. Fairly compensate the Service Provider from current revenues available to the TJJD at the reasonable rate of **Twelve and 50/100 ($12.50) Dollars** per youth per day. The TJJD will reimburse the Service Provider for the cost of DNA testing required by HB 1068, 79th Legislature, performed at the request of the TJJD, provided that prior approval is obtained from the TJJD Parole Supervisor. The TJJD shall not pay for parole supervision or services for youth who are no longer under the jurisdiction of the TJJD or no longer residing in the Service Provider's service area. Billing for costs or services not provided to a youth is prohibited and any costs paid shall be recouped or administrative error sanctions shall be imposed. The Not to Exceed (NTE) amount of this contract for all expenses and costs detailed in herein is **$74,750.00**. If additional funding is needed an amendment will be required.

C. Pay for ongoing services provided for a period not to exceed ten (10) calendar days following a youth's absence from the home/home substitute and who are in legal custody other than the TJJD's. The TJJD will pay for ongoing services provided for a period not to exceed ten (10) calendar days for a youth that has absconded.

D. Terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code and Texas Government Code Section 403.0551 that payment owing to the Service Provider under this contract will be applied toward elimination of the Service Provider's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Texas Comptroller administers or collects until the indebtedness or delinquency is paid in full.

E. Reimburse the Service Provider for mileage at a rate not to exceed the state reimbursement rate, for mileage incurred in attending meetings and training sessions presented by the TJJD staff and for mileage incurred in visiting or transporting TJJD youth detained in facilities outside of their judicial district, provided prior approval is obtained from the TJJD Parole Supervisor.

F. Transport or arrange transportation for youth to the contracted parole officer for admission and transport or arrange transportation for the youth if another placement is determined to be in the best interest of the youth.

G. Complete monitoring of the Service Provider's program according to the schedule developed by Director of Youth Services.

H. Pay for supplemental services necessary for CRP in accordance with TJJD protocol for treatment.

I. Issue a directive to apprehend an escapee once notified by the Service Provider.

J. Promptly notify the Service Provider of any changes in a youth's parole status that would affect the payment of fees for parole services.

K. Provide quarterly training of required training components.

L. Provide access to TJJD applications and information resources via the web as needed.

III. CERTIFICATIONS

Article 1: Equal Opportunity

The 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

The Service Provider certifies that neither he/she/it nor its officers have 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 the 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: The Service Provider certifies that should he/she/it 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 the TJJD or other administrative error sanctions may be taken.

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

Section 3: If the Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, the Service Provider will notify the 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 the TJJD, this contract may be terminated at the option of the TJJD or other administrative error sanctions may be taken under the provisions of this contract.

Article 4: Asbestos Regulation Compliance

If applicable, the 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 the 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. Prior to the initiation of services under this contract, the Service Provider shall provide the 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) (Management Plan(s)). The 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 this 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 the TJJD.

Article 5: Human Immunodeficiency Virus Services Act Compliance

Section 1: The Service Provider certifies compliance with the Human Immunodeficiency Virus Services Act (Texas Health and Safety Code Chapter 85) requirements for maintenance of confidentiality regarding the human immunodeficiency virus (HIV) and its related conditions, including acquired immune deficiency syndrome (AIDS).

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

Section 3: In the absence of confidentiality guidelines, the Service Provider is not eligible to receive state funds, and the Service Provider agrees to refund to the state any state funds the Service Provider receives while ineligible.

Article 6: Communicable Disease Prevention & Control Act Compliance

The 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 federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. The 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

The Service Provider agrees that the Service Provider or any associates providing services on behalf of the 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. The Service Provider shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in the Service Provider's care.

Article 9: Required Disclosure of Lobbyist Activity

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

Article 10: Notification to TJJD of Subconsultants & Subcontractors

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

Section 2: No contractual relationship will exist between the Service Provider's subconsultants or subcontractors and the TJJD. The 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: The 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, Section 231.006, Texas Family Code

Texas Family Code Section 231.006 provides that neither a child support obligor who is more than 30 days delinquent in paying child support nor 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 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.**

THE 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 with "none" on the first line below.

Name	Social Security Number	Percent (%)
NONE		

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

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

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

The 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 this 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 that 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/it is not prohibited from entering into this contract because of any prior employment with the TJJD.

Article 14: Specially Designated Nationals and Blocked Person List; Debarment

The Service Provider certifies that it is not on the Specially Designated Nationals List and Blocked Person List maintained by the United States Treasury's Office of Foreign Assets Control (OFAC), https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx.

The 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 the Service Provider is in compliance with the State of Texas statutes and rules relating to procurement and that the Service Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001. Entities ineligible for federal procurement are listed at https://www.sam.gov.

Article 15 Terrorism

The TJJD is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it by 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, also available at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx.

Article 16: Fingerprint and Background Check:

The Service Provider will:

1. As directed, provide information regarding persons providing services under this contract and personnel access for a criminal background checks, including, but not limited to, 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 the TJJD's expense and through the TJJD or the TJJD's contracted service

provider for each Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, and volunteer worker. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide the 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 the TJJD's Director of Human Resources.

2. Notify the 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 the TJJD's Director of Human Resources.

The 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. The TJJD's designated contact for criminal background checks is the Director of Human Resources, (512) 490-7674.

Article 17: Convictions for Hurricane Katrina or Rita

Under Section 2155.006, 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.

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.".

Article 18: Antitrust

The Service Provider represents and warrants that neither the Service Provider nor any firm, corporation, partnership, or institution represented by the Service Provider, or anyone acting for such firm, corporation, partnership, or institution has: (1) violated the antitrust laws of the State of Texas under Chapter 15 of the Texas Business & Commerce Code or federal antitrust laws; or (2) communicated directly or indirectly the contents of your 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 required by the Texas Constitution, the Service Provider will indemnify, defend, and hold harmless the State of Texas and the TJJD against any action or claim brought against the State of Texas and/or the TJJD that is based on a claim that software infringes any patent rights, copyright rights, or incorporated misappropriated trade secrets. The Service Provider will pay any damages attributable to such claim that are awarded against the State of Texas and/or the TJJD in a judgment or settlement.

If the TJJD's use of the software becomes subject to a claim, or is likely to become subject to a claim, as determined through the sole opinion of the TJJD, the Service Provider shall, at its own expense: (1) procure for the TJJD the right to continue using such software under the terms of this contract; or (2) replace or modify the software so that it is noninfringing.

Article 20: Contracting with Executive Head of State Agency

Pursuant to Texas Government Code Section 669.003, the Service Provider certifies that he/she/it is not the executive head of the TJJD, a person who at any time during the four years before the date of this contract was the executive head of the TJJD, or a person or business entity that employs a current or former executive head of a state agency affected by Section 669.003.

Article 21: Abandonment or Default

If the Service Provider defaults on this contract, the TJJD reserves the right to cancel this contract without notice and either resolicit bids or award this contract to the next best responsive and responsible service provider. The defaulting Service Provider will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work are significantly different. The period of suspension will be determined by the TJJD based on the seriousness of the default.

Article 22: Certain Bids and Contracts Prohibited

Under Texas Government Code Section 2155.004, the TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the TJJD to participate in preparing the specifications or request for proposals on which the bid or contract is based. If the Service Provider is not eligible, then this contract shall be immediately terminated. **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, the 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. The Service Provider acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Article 24: By signature hereon, Service Provider certifies that:

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

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

Article 25: Compliance with the Prison Rape Elimination Act of 2003 (PREA)

The Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (42 U.S.C. 15601 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. The Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this contract.

Article 26: Access to Information

The Service Provider is required to make any information created or exchanged with the 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 and at no additional charge to the TJJD. The Service Provider agrees to provide the TJJD with this information in a format that is accessible to the public, including, but not limited to, in a non-encrypted electronic format, PDF, and HTML.

Article 27: Verification of Worker Eligibility Clause

1. If the Service Provider is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify") at the time of this contract award, the Service Provider shall:
    a. Enroll in the E-Verify program within thirty (30) calendar days of contract award; and thereafter
    b. Use E-Verify to initiate, within three (3) business days after the date of hire, verification of employment eligibility of all of the Service Provider's new hires 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 the Service Provider is enrolled in E-Verify at the time of this contract award, the Service Provider shall use E-Verify to initiate, within three (3) business days after the date of hire, verification of employment eligibility of all of the Service Provider new hires 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. The Service Provider shall comply with the requirements of the E-Verify program Memorandum of Understanding (MOU). If the Department of Homeland Security (DHS) or the Social Security Administration (SSA) terminates the Service Provider's MOU and denies access to the E-Verify system in accordance with the terms of the MOU, the TJJD may terminate this contract.
4. The 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. The Service Provider shall provide, upon request of the 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 Service Provider employee, subcontractor, and subcontractor' employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.
6. If the Service Provider fails to comply with the requirements of this clause, the 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.

IV. GENERAL PROVISIONS

Article 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 the Service Provider shall become an employee of the TJJD by virtue of this contract.

Article 2: Indemnity

The Service Provider agrees to be liable for, and hereby does indemnify and hold harmless the 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 the 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: The Service Provider shall maintain liability insurance in the amount of $300,000.00 for each occurrence of negligence. The insurance must cover injury to a youth that occurs when the youth is in the Service Provider's care, custody or control.

Section 2: The Service Provider shall provide proof of insurance documents to the TJJD Director of Contracts, Procurement and Support Services, upon request.

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

Article 4: Confidentiality and Security

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

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

Section 3: The 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 the Service Provider without the written consent of the TJJD, of the youth and, if the youth is under age 18, of the youth's parents, guardian, or managing conservator.

Article 5: Administrative Error Sanctions

Section 1: In addition to its authority to terminate this contract under Article 6 below or under other provisions of this contract, based on information from monitoring or other verifiable sources, the TJJD may take other actions, including, but not limited to:

a. Requiring the Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
b. Recouping payment made to the Service Provider; and/or
c. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
d. Assessing liquidated damages for each instance of non-compliance with the terms of this contract, such as liquidated damages equaling $150 multiplied by the average daily population of TJJD youth placed with the Service Provider in the preceding month; and/or
e. Suspending, placing into abeyance, or removing 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.

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

Article 6: Termination

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

Section 2: The TJJD may terminate, for convenience, its obligations under this contract by giving thirty (30) days' written notice to the Service Provider.

Section 3: The TJJD shall terminate this contract in the event that the 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/Breach: If the Service Provider fails to provide the goods or services contracted for according to the provisions of this contract, or fails to comply with any terms or conditions of this contract, the TJJD may, upon written notice of default to the Service Provider, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this contract. The 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 this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless the TJJD notifies the Service Provider in writing prior to the exercise of such remedy. The Service Provider shall be liable for all costs and expenses, including court costs, incurred by the 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 shall be given effect without the invalid provision or application.

Article 10: Contract Term

The entire term of this contract shall be for a period of 2 years, beginning on **September 1, 2016 through August 31, 2018**. This contract may be renewed for two (2) additional terms of two (2) years each, provided that both parties agree in writing to each renewal. Any renewals shall be at the same terms and conditions, including 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 nor relied on any representations, stipulations, nor agreements other than those expressly contained in this contract. No other agreements, 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 writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that the 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: The Service Provider shall notify the TJJD immediately in writing in advance of any significant change affecting the Service Provider, including, but not limited to, change of the Service Provider's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of this contract.

Section 2: The 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 the TJJD.

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

Article 13: Notice

Required notices shall be addressed to the Director of Contracts, Procurement and Support Services at the TJJD Central Office at 11209 Metric Boulevard, Bldg. H, Post Office Box 12757, 78711, Austin, Texas 78758; to the TJJD District Office/HWH/Institution at **San Antonio District Office, 321 N. Center, Suite 101, San Antonio, TX 78202** and to the Service Provider at **1904 West Highway 21, Bryan, Texas 77803**.

Article 14: Governing Law and 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 this contract, the procedures contained in Article 16 shall be followed thereafter.

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

Section 3: Formal Resolution:

a. The Service Provider or TJJD staff who wishes to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).
b. The Statement of Problem will be submitted to the designated contact, the Director of Business Services and Contracts, unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
c. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, to the designated contact, and to the designated contact's supervisor.

Section 4: Appeal: The Service Provider or the TJJD staff desiring to appeal the decision may do so in writing within ten (10) working days of the date of the written decision by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was addressed by the designated contact, or to the Director of Contracts, Procurement and Support Services if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, the designated contact, the designated contact's supervisor, and the Director of Contracts, Procurement and Support Services.

Article 16: Claims for Breach of Contract

Section 1: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code, as further described herein, must be used by the TJJD and the Service Provider to attempt to resolve any claim for breach of contract made by the Service Provider.

a. The 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 Texas Government Code. To initiate the process, the Service Provider shall submit written notice to the TJJD Executive Director no later than 180 days after the date of the event that gave rise to the claim, stated with particularity as outlined in Section 2260.051. Additionally, 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 TJJD and the Service Provider as would otherwise be 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 Texas Government Code.

b. The contested case process provided in Chapter 2260, Subchapter C, of the Texas 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 TJJD 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 Texas Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this contract by the TJJD nor any other conduct of any representative of the TJJD relating to this 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 TJJD pursuant to Chapter 2260 of the Texas Government Code, as currently effective, hereafter enacted, or subsequently amended.

Section 3: Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Service Provider, in whole or in part.

Article 17: No Third Party Beneficiaries

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

Article 18: Audit Clause

Pursuant to Chapter 321 of the Texas Government Code and Texas Government Code Section 2262.154, the Service Provider is hereby advised that the Texas State Auditor's Office (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 that 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. The Service Provider shall ensure that this paragraph, concerning the State

Auditor's authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate, is included in any subcontract it awards.

The 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. The 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. The 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 the TJJD, the State of Texas or their authorized representatives. The 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 the TJJD or the State of Texas. The Service Provider's failure to comply with this Article shall constitute a material breach of this contract and shall authorize the TJJD to immediately assess the liquidated damages. The TJJD may require, at The Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of The Service Provider's books and records or the State's property. The independent auditor shall provide the TJJD with a copy of such audit at the same time it is provided to the Service Provider. The TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this contract.

The 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 this contract, the TJJD reserves the right to cancel this contract without notice and either resolicit bids or award the contract to the next best responsive and responsible service provider. The defaulting Service Provider will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work are significantly different. 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

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

Article 21: Buy Texas

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

Article 22: Specifications

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

Article 23: Assignment

Without the prior written consent of the TJJD, the 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, the Service Provider shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety, and environmental protection. The 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

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

ARTICLE 26: COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA) AND AUDITING

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

IN WITNESS WHEREOF, the parties hereto have made and executed this contract as of the day and year last below written.

For the Texas Juvenile Justice Department:

David Reilly, Executive Director — Date: 8/22/16

For the Service Provider:

Signature — Printed Name: DOUG VANCE — Date: 10-3-16

Approved as to form:

TJJD Attorney — Date: 8/18/16

Duane Peters, Chairman
Brazos County Juvenile Board

9-22-16
Date

ON October 4, 2016, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Brazos County Commissioners Court

By: _____ 10/4/16
Duane Peters, County Judge
Date

200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

EXHIBIT A

TEXAS JUVENILE JUSTICE DEPARTMENT

General Administrative Policies

GAP.07.03	Incident Report (4/1/14)
GAP.380.9703	Weapons and Concealed Handguns (11/15/11)
GAP.385.8137	Public and Media (2/25/03)
GAP.385.8141	Confidentiality (12/18/03)
GAP.380.8539	Home Placement (4/1/14)
GAP.380.8533	Temporary Admission Awaiting Permanent Placement (4/1/14)
GAP.380.8535	Undocumented Foreign Nationals (4/1/14)
GAP.380.8595	Parole Completion and Discharge (4/1/14)
GAP.380.8701	Case Planning (12/1/14)
GAP.380.8581	Supervision Levels in Parole Home Placement (12/1/14)
GAP.380.8791	Family Reintegration of Youth with Sexual Behavior Treatment Needs (12/1/14)
GAP.380.9331	Youth Grievance System (1/1/15)
GAP.380.9333	Investigation of Alleged Abuse, Neglect and Exploitation (7/15/14)
GAP.380.9504	Rules and Consequences for Youth on Parole (10/1/15)
GAP.380.9551	Level I Hearing Procedure (10/1/15)
GAP.380.9553	Level I Hearing by Telephone (10/1/15)
GAP.380.9555	Level II Hearing Procedure (10/1/15)
GAP.380.9557	Level III Hearing Procedure (10/1/15)
GAP.380.9559	Detention for Youth with Pending Charges (10/1/15)
GAP.380.9561	Detention for Youth Pending Level I or II Hearing (7/15/13)
GAP.380.9571	Procedures for Mental Health Status Review Hearing (10/1/15)
GAP.380.9723	Use of Force (2/15/16)
GAP.380.9729	Directives to Apprehend (2/15/16)
GAP.380.9909	Access to Youth Information and Records (4/15/16)
GAP 385.1105	Contract Monitoring (7/15/14)

EXHIBIT B

INVOICE

Page____ of ___

_____
Service Provider Name

_____
Date Prepared

Month of _____, 20____

Student Name	TJJD Nbr:	Start Date	End Date	Jail, Detention or Abscond Dates	Total Paid Days	Rate	Amount
				Total			

Days X Rate = Total Due

I certify that the above is true and correct and unpaid.

_____
Service Provider Date