STATE OF TEXAS §
§
COUNTY OF TRAVIS §

CONTRACT FOR TREATMENT, RE-ENTRY, AND AFTERCARE SERVICES
Contract No.: CON0000650

This contract will become effective **September 1, 2016**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **Life Support Counseling and Research, Inc. dba Therapeutic Family Life, 5810 Trade Center Drive, Suite 500, Austin, Texas 78744**, hereinafter **Service Provider**, for the purpose of providing **Treatment, Re-entry, and Aftercare Services** for TJJD youth. This contract expires on **August 31, 2018**.

This contract made and entered into under the authority of Texas Human Resources Code Sections 201.004 and 242.053 and Texas Government Code Section 2155.143 for the mutual considerations described herein.

This Agreement is composed of the following documents:

1. This contract, including all attachments;
2. Service Provider's proposal and Exhibit A: Execution of Offer;
3. Service Provider's Historically Underutilized Business (HUB) Subcontracting Plan (HSP); and
4. Request for Proposal (RFP) #644-6-042816.

In the event there is conflict between the Agreement documents, the order of precedence shall be the order listed above.

SECTION I
SERVICE PROVIDER

A. SCOPE OF SERVICES - TREATMENT, RE-ENTRY, AND AFTERCARE SERVICES:

Service Provider shall provide treatment, re-entry, and aftercare services for TJJD youth in or returning to their homes and communities on probation or parole following out of home placement or commitment to a state-operated TJJD facility. These services may be initiated prior to a youth's release, if appropriate. Service Provider will be responsible for facilitating the program planning process (i.e. individualized, family-centered, strength-based, and needs driven).

Service Provider shall:

1. Coordinate with TJJD facilities or probation department staff, community members, families, and schools. Service Provider will assess each youth's individual needs. The TJJD and Service Provider will agree on a schedule of services prior to the provision of any services to a youth. No services shall be performed without prior approval from the TJJD.

2. Be flexible in providing services in terms of location, time, planning, and response.

3. Ensure research-based practices, community-based interventions, and achieve positive outcomes.

4. Develop and facilitate all service activities in a manner consistent with best practices for youth within the juvenile justice continuum.

5. Employ, train, and supervise adequate staff to achieve objectives reflective of the cultural and linguistic needs of the youth served.

6. Bring together programs and services, working within multiple youth serving systems to:

   a. Meet the individualized needs of youth and families; and
   b. Secure services from a network of providers and complete appropriate service authorization and agreements.

7. Develop an individualized plan with clearly identified goals, objectives, and expected outcomes for each youth placed in the service based on the youth's identified risks and needs. This plan will be approved by the TJJD prior to any services being provided for a youth. No services may be billed that were not preapproved by the TJJD.

B. DOCUMENTATION REQUIREMENTS:

1. Fiscal

a. Service Provider shall submit monthly claims to the TJJD-designated accounting personnel and copy the designated accounting personnel no later than ten (10) workdays from the last day of the month for which payment is requested. Each invoice must be detailed and specific and must contain the name of the youth, the youth's TJJD number or Personalized Identification Number (PID), the number of service hours provided to the youth, the dates of service, and the contract number. Service provider may only bill for services that are on the approved schedule of services agreed to by both the TJJD and Service Provider.

b. Service Provider shall notify the Director of Business Operations and Contracts in writing of all revenue sources and reimbursements from third parties for any 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 by a court.

c. Service Provider shall maintain all financial records in accordance with generally accepted accounting principles.

d. Service Provider shall disclose in writing to the Director of Business Operations and Contracts any transactions with **related parties** providing goods or services to Service Provider for which Service Provider is reimbursed under the terms of this awarded contract.

   i. A **"related party"** always includes a family member by blood or marriage, (i.e., spouse, parents, grandparents, child(ren), grandchild(ren), aunt, uncle, niece, nephew, first cousins). In addition, a **related party** is defined as any person or entity involved with Service Provider in any manner that would result in the ability of either party to significantly influence the management or operation of the other. Examples of **related parties** include, but are not limited to, parent companies, subsidiaries, as well as principal investors, owners, or managers and their relatives as listed above.
   ii. Service Provider must report to the TJJD any transaction with a **related party** that could result in excessive profits from its relationship with the **related party**. If excessive profits are found to have occurred, administrative error sanctions may be imposed.
   iii. Any violation of this section can be considered a breach of contract and could result in administrative error sanctions or termination.

e. When a Texas business address is shown herein, that address is, in fact, the legal business address of Service Provider, who meets the definition of a "Texas Bidder" under Texas Administration Code, Title 34, Section 20.32(68).

2. Reports

a. Service Provider shall allow the TJJD access to all youth records and/or information on youth at all times.

b. Service Provider shall submit, for review and approval, a monthly process packet to the parole supervisor or assigned juvenile probation officer no later than ten (10) workdays from the last day of the month. Each process packet must include:

i. The date services were provided;
ii. An itemized list of the specific type of services that were rendered;
iii. Sign in sheets;
iv. Monthly progress reports;
v. Weekly notes; and
vi. All related service logs documenting time spent for each youth must also be attached.

C. GENERAL REQUIREMENTS:

1. Service Provider shall, at the request of the TJJD or a juvenile probation department, cooperate with or testify in judicial proceedings, legislative and administrative hearings, or investigations.

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

3. Service Provider shall abide by licensure code of ethics.

4. Service Provider shall maintain and retain records for a minimum of seven (7) years* after the termination of the contract period. If any litigation, claims, disputes, or audit involving these records begins before the seven (7) year period expires, the Service Provider will keep the records and documents until all litigation, claims, disputes, or audit findings are resolved. Resolution occurs when a final order is issued in litigation, or a written agreement is entered into between the TJJD and Service Provider. Contract period means the beginning date through the ending date specified in the original contract or as adjusted by applicable amendment. ***Retention requirements for treatment and education records will be 18 years of age plus 10 years unless otherwise mandated by licensing requirements.**

5. Service Provider shall forward copies of any audits, monitoring, or investigative reports completed on the Service Provider within five (5) workdays of receipt.

6. Service Provider shall allow the TJJD, juvenile probation departments, or their designee(s) to perform monitoring, performance evaluations, investigations, or audits.

a. Service Provider shall provide access to inspect and reproduce all records related to services rendered under this contract. These records are necessary to facilitate monitoring, performance evaluations, investigations, or audits.
b. 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 this contract belonging to either Service Provider, its subsidiaries, parent(s) and/or affiliate(s), including subconsultants, subcontractors, and employees, and any and all **related parties** to the contract. A **"related party"** is discussed and defined above.

c. Upon request by the TJJD, a juvenile probation department or the designee of either, and during reasonable business hours, Service Provider shall provide facilities to the requesting entity to perform any of the functions listed in this subsection, as well as adequate and appropriate work space and copier.

7. Service Provider will provide services in their specified service locations. This will be considered Service Provider's "Catchment" or "Service Area." The counties in which services will be provided, to be known as their "Service Area", are listed in **Exhibit B**. **Exhibit B** also indicates where services will be performed from the following possible locations:

a. At Service Provider's services locations;
b. At TJJD high-restriction facilities, district offices, or halfway houses;
c. At juvenile post-adjudication correctional facilities or probation departments; or
d. In a youth's home once approval has been granted by the TJJD.

8. Service Provider shall provide information deemed necessary by the TJJD to complete any state-required reports related to the services provided under this contract.

9. Service Provider shall maintain records and submit reports containing such data and information regarding the performance of Service Providers' services or other data relating to the awarded contract as may be requested by the TJJD or by the juvenile probation department.

10. Service Provider shall establish procedures, as approved by the TJJD, to document fiscal and service delivery data regarding treatment, re-entry, and aftercare services.

11. Service Provider shall, in a format approved by the TJJD, develop and submit to the TJJD quarterly written reports on fiscal and programmatic trends, as well as an annual report. Programmatic reports shall include a description of Service Provider's progress in implementing the provisions under this contract, any pertinent facts, and any staff changes and reasons for any such changes. Service Provider shall state whether it is or is not progressing satisfactorily in achieving the terms under this contract and if not, shall specify what steps will be taken to achieve satisfactory progress. Annual reports shall be submitted to the Senior Director for Probation and Community Services by December 1 of each new fiscal year.

12. Service Provider shall, in a format approved by the TJJD, develop and submit to the TJJD monthly written reports on resource development, such as, but not limited to, the number of resources, type of resources, and resource updates. Service Providers shall include current copies of clinical licensure of staff. Service Provider shall report any complaints made to the licensing board regarding Service Provider no less than 24 hours after notice that a complaint has been received.

13. Service Provider shall comply with all federal, state and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Service Provider shall furnish the TJJD with satisfactory proof of its compliance.

14. Service Provider must comply with all TJJD policies and procedures related to safety and security of youth. Service Provider must report all criminal charges or traffic violations. Service Provider must also complete TJJD form HR-038 and submit to the TJJD Director of Contracts in doing so. The Director of Contracts may require additional information.

15. Service Provider must adhere to the individual licensee's code of conduct and code of ethics.

16. Service Provider shall correct all service defects within a time period reasonable for the severity of the defect as per agreed upon service levels.

D. MEASURES OF PERFORMANCE AND QUALITY OF SERVICES:

1. The TJJD has adopted a system of evaluating program effectiveness and promoting continuous improvement by: monitoring compliance with the contract agreement; identifying and monitoring targeted performance measures; evaluating the quality of service delivery; requiring corrective action for any identified area(s) of deficiency; setting and modifying goals to maximize performance; and sustaining continuous improvement. The basis for program evaluation and monitoring, include, but are not limited to, the following:

a. To allow for evaluation and monitoring, Service Provider shall cooperate with and allow periodic announced and/or unannounced on-site program monitoring;
b. Service Provider's progress towards individual treatment outcomes based on identified needs;
c. Service Provider's responsibility for monitoring the operations of the program and correcting deficiencies as they occur; and
d. Service Provider's consistency in taking appropriate action within the time period specified by the TJJD or juvenile probation department, to correct findings and deficiencies identified during any and all monitoring visits.

2. The TJJD monitoring staff or juvenile probation department staff and the Service Provider may discuss and mutually agree on additional performance measures and standards for each type of treatment service.

3. Service Provider recognizes that Service Provider is paid to deliver the services specified herein. Service Provider shall be required to meet a minimum **Acceptable Quality Level (AQL)**. The AQL is defined as the level of service at which the program will operate properly as agreed upon under this contract and below which contract payment may be withheld until corrective actions are taken. In addition, if service remains below the AQL without required corrective actions being taken, damages may be assessed. Service Provider is required to ensure the AQL is maintained at all times during the performance of this contract.

4. In order to evaluate the quality of service delivery and progress toward treatment outcomes, Service Provider shall be subject to performance standards that will measure their progress in meeting the goals of the treatment services being provided. The TJJD or the juvenile probation department may conduct on-site reviews, desk reviews, or both during the term of this contract. Prior to any review, a monitoring form will be provided, describing the areas to be monitored and reviewed. At a minimum, Service Provider will be reviewed annually in meeting the included Measures of Service and Performance Measures listed below. Additional measures of service and performance measures can be negotiated.

E. MEASURES OF SERVICE:

1. Provide youth timely access to treatment by completing an initial assessment within fourteen (14) calendar days of receiving a referral. Services will not begin until the TJJD has approved the initial assessment, schedule of services, program rates, and costs agreed to.

2. Have youth receiving services within seven (7) calendar days after the TJJD's approval of the initial assessment and schedule of services.

3. Provide youth the requisite number of hours of service (face-to-face contacts) per week/month. The requisite number of service hours per youth will depend upon the specific programming provided and service delivery hours. The TJJD monitoring staff or juvenile probation department staff, and the Service Provider will discuss and mutually agree on the final terms.

4. The potential target population for treatment, re-entry, and aftercare services will be adjudicated male and female youth, ages 10-19, who are on probation and need additional interventions and support or youth transitioning from an out of home placement or TJJD state-operated facility to community-based probation or parole. Service Provider should further refine the portion of the target population whom they see as the best fit for their programs and services.

5. Service Provider will be expected to periodically review their programs for adherence to the intended target population. Should the review indicate that youth outside of the target population are being referred to the program, Service Provider will communicate that finding to the TJJD or the juvenile probation department, as appropriate. The TJJD and Service Provider will discuss and mutually agree on whether those youth will remain in the program.

6. All youth receiving services will receive at least one referral to a sustainable community based service or support along with a discharge summary including additional information and referrals as needed.

F. PERFORMANCE MEASURES:

1. Youth served will show increased protective factors and decreased risk factors on the Positive Achievement Change Tool (PACT) assessment or another approved risk and needs assessment instrument. The specific domains measured, as well as the timing of the pre and post assessments, will be dependent on the services provided. Specific terms will be discussed and mutually agreed upon by the TJJD and Service Provider.

2. Youth served will successfully complete probation or parole at higher rates than similar youth who do not participate in the program. The characteristics of similar youth, and the corresponding completion rate, will depend upon the target population and be determined by the TJJD and Service Provider. (Note that agency wide, among youth ending parole in FY2015, 45% of parolees successfully completed parole.)

3. Youth receiving services will recidivate at lower rates than similar youth who are not receiving services (recidivism is defined as: revocation, rearrest, or reincarceration/incarceration within 12 months of release from an out of home placement or a TJJD state-operated facility). The characteristics of similar youth, and the corresponding recidivism rate, will depend upon the target population and be determined by the TJJD and Service Provider. (Note that agency wide, among youth released from a TJJD state-operated facilities in FY2014, 40% recidivated; among those released from juvenile post-adjudication facilities in FY2014, 47% recidivated.)

4. Based on services provided, 40% of youth will complete the treatment program. For those youth served, demonstrate an increase in protective factors and a reduction in risk factors in the type of treatment service provided.

G. SERVICE REQUIREMENTS:

Service Provider agrees to the following with regard to providing treatment, re-entry, and aftercare services for TJJD youth:

1. As applicable, Service Provider must be licensed in the State of Texas before any services are rendered pursuant to this contract. All counselors providing services to TJJD youth must be properly qualified and credentialed and pre-approved by the TJJD before any services are rendered.

2. Review the youth's TJJD assessment, treatment plan, and discharge/transition summary or other treatment records and recommendations for treatment based on youth's risk and protective factors at the point of implementing treatment.

3. Conduct an initial interview with youth to determine youth's understanding of the treatment needs identified above and to establish the basis for developing the youth's treatment plan.

4. If services are to be provided in a youth's home, a safety plan must be approved by the TJJD prior to services beginning. If services are provided in the home, this type of service location must be relevant to the youth's needs.

5. Documentation of any collateral contact/case management: Collateral contacts could include attending Admissions Review and Dismissal (A.R.D.) meetings, Community Resource Coordination Group (C.R.C.G.) staffing and development of the treatment plan, interview and evaluation of youth, meetings with TJJD staff, coordinating care with psychiatric providers, and monthly progress reports.

6. Service Provider shall submit copies of monthly progress reports to the TJJD that include the following information:

a. The youth's progress toward reducing risk factors and increasing protective factors related to treatment;
b. Summary of the youth's participation in clinical services provided;
c. Copy of the youth's Community Re-Entry Plan-Transition (CRP-T) that summarizes the youth's movement towards completing the objectives stated, participation in services provided, relevant behavior, and barriers identified;
d. A copy of the revised CRP-T for the next month with revised objectives, strategies, or approaches;
e. Documentation of all collateral contacts made; and
f. Copies of dated weekly sign-in sheets showing the printed name and signature of each youth and Service Provider conducting the session or TJJD group attendance logs as designated by program type and as approved by the TJJD.

7. Service Provider will provide services in the counties within their Service Area(s) as identified in **Exhibit B**. Services are defined as in office, out of office, and in home services.

8. If an NTE is provided in this contract and Service Provider's billable services exceed the "not to exceed" (NTE) amount for this contract, Service Provider will risk having payment delayed until a contract amendment is executed to increase the NTE amount.

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

10. **Travel:** Service Area is defined as the area in which Service Provider is able to provide services without requiring additional reimbursement. If Service Provider is asked to provide services outside their Service Area, Service Provider may request, in writing, a per trip fee based on the round trip mileage to the new location times $0.50. Upon approval by the TJJD, an amendment will be made to this contract to add the additional per trip fee.

SECTION II
TJJD

For and in consideration of the services provided to TJJD youth, the TJJD will perform the following:

1. Determine which youth are eligible for referral to Service Provider's program and make appropriate referrals.

2. Approve Service Provider's Service Area, treatment program, and plan prior to commencement of services.

3. Pay up to **$10,000.00** as the "not to exceed" (NTE) amount for the term of this contract.

4. Ensure that 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 Service Provider under this contract will be applied toward elimination of 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.

5. Take appropriate action if notified of youth or family not being available for scheduled visit.

6. The TJJD will pay for two missed appointments per youth, up to 1 hour per session within one month. If Service Provider determines that the youth can no longer remain in the program due to absences or behavioral issues, they shall contact TJJD immediately. A decision will be made between the parties as to whether the youth will remain in the program.

7. Remove youth from Service Provider's program when conditions exist that threaten the health, safety, or welfare of TJJD youth in the program.

8. At the time of referral, provide Service Provider with the following:

   a. Most recent psychological evaluation;
   b. Youth's success plan information to include the youth's goals, plans to achieve goals, and barriers to goal achievement;
   c. Release or Transition Community Re-Entry Plan -Transition (CRP-T); and
   d. Discharge Summary from specialized treatment program.

9. Forward the Parole CRP-T to the Service Provider whenever the CRP-T is updated or revised.

10. Ensure all counselors providing services to youth are approved by the TJJD prior to services being provided and based on criteria established by the TJJD.

11. Maintain records of all approvals by the TJJD.

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, 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 neither 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 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 the TJJD or other administrative error sanctions may be imposed.

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 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, 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 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, Service Provider shall provide the TJJD a certification of an asbestos-free environment or a copy of the DSHS acceptance and approval for Service Provider's AHERA Asbestos Management Plan(s) (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 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: 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: 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 the TJJD. Should Service Provider not elect to use workplace guidelines developed and implemented by the TJJD, 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, 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 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 the TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

Article 10: Notification to the TJJD of Subconsultants & Subcontractors

Section 1: Service Provider shall notify the TJJD of the selection and/or use of all subcontractors or subconsultants regularly used by 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 the TJJD. Approval will not be unreasonably withheld.

Section 2: No contractual relationship will exist between 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: 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.**

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:**
NONE	

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

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of the 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 Section 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 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 it is not prohibited from entering into this contract because of any prior employment with the TJJD.

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

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

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, 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 Department of the 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

Service Provider will:

1. As directed, provide information regarding persons providing services under this contract and personnel access for a criminal background checks, 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 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 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 Human Resources Department, Manager of Criminal Background Checks, (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

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 Chapter 15 of the Texas Business & Commerce Code or federal antitrust laws; or (2) communicated directly or indirectly any 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, 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. 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, 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, Service Provider certifies that 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 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 Service Provider is not eligible, then this contract may 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, Service Provider certifies that 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: 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 Service Provider and 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)

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. 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

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. 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 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, 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 Service Provider is enrolled in E-Verify at the time of this contract award, 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. 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 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. 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 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 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.

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 the TJJD by virtue of this contract.

Article 2: Indemnity

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 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: 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 Service Provider's care, custody, or control.

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

Section 3: The required insurance coverage, in the above-stated amount, must be maintained during the term of this contract and through any subsequent extensions. 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: 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: 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: 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 TJJD, of the youth and, if under age 18, of the youth's parent, 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 other provisions of this contract, the TJJD, based on information from monitoring or other verifiable sources, may take other actions including, but without limitation:

a. Requiring 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 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; and/or
e. Suspending, placing into abeyance, or removing 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 the 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' 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 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 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 or breach to 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 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 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 can be given effect without the invalid provision or application.

Article 10: Contract Term

This contract shall be for two years, effective **September 1, 2016, through August 31, 2018**. This contract may be renewed for two (2) additional two (2) year renewal option periods, not to exceed six total years, provided funding is available and both parties agree to renewal prior to the expiration date in writing via contract amendment. Any renewals shall be at the same terms and conditions, including any mutually agreed to and 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 the TJJD immediately in writing in advance of any significant change affecting 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 any 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 the 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 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, 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 to Service Provider at **5810 Trade Center Drive, Suite 500, Austin, Texas 78744**.

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: 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, Service Provider and 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 (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 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: Service Provider or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to the TJJD Contracts Department 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 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, as further described herein, must be used by the TJJD and Service Provider to attempt to resolve any claim for breach of contract made by 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 Texas Government Code. To initiate the process, 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 Service Provider as would otherwise be entitled to notice under the parties' contract. Compliance by 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 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 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 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, Texas Government Code and Texas Government Code Section 2262.154, the Service Provider is hereby made aware 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. Service Provider shall ensure that this paragraph, concerning the authority to audit funds received indirectly by subcontractors through 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 the 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 the 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 the TJJD to immediately assess the liquidated damages. The 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 the TJJD with a copy of such audit at the same time it is provided to 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 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 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 Service Provider owes to the State of Texas, including, without limitation, delinquent taxes and child support.

Article 21: Buy Texas

In performing this 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 of Texas.

Article 22: Specifications

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 Service Provider.

Article 23: Assignment

Without the prior written consent of the 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 Service Provider and to bind Service Provider under this contract.

Article 26: Use of Contract by Local and State Agencies

This contract shall be available for use by all local governments and state agencies also known as "Customer," **provided** there are no conflicts with any applicable statutes, rules, policies, or procedures.

This contract was competitively solicited, negotiated and awarded in accordance with applicable State of Texas purchasing statutes, rules, policies, and procedures. State agencies and local governments may use the prices shown in this contract to issue their own contract or may negotiate lower rates based on the increase in capacity. Arrangements for delivery of services are contingent upon mutual agreement of the state agency or local government and Service Provider. The state agency's or local government's contract shall reference the TJJD's contract number and be sent directly to the Service Provider.

The terms and conditions set forth herein shall govern all transactions by Customers under this contract. Customers shall not have the authority to modify the terms of this contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Service Provider shall furnish a copy of such better offerings to the TJJD. Any savings or rate reductions offered to the other local governments and state agencies as a result of those local governments and state agencies using this contract will be offered to the TJJD. The TJJD shall have the right to modify the original contract to reflect those cost savings and rate reductions. No additional term or condition of a contract issued by a Customer can modify a term or condition of this contract, unless approval is obtained from the TJJD. In the event of a conflict between a Customer's purchase order and this contract, this contract shall prevail.

The Service Provider shall provide services as per the requirements, terms, and conditions of the established contract. The Customer may not deviate from the material requirements of this contract, as Service Provider is not obligated to perform other than as stated within this contract, unless a change is approved by the TJJD. The Customer shall use this contract exclusively while identified as an authorized user. If the Customer procures services from another provider, Customer's status as an authorized user will be terminated.

The Customer shall request services directly from Service Provider. The Customer shall receive and reconcile invoices and client participation reports independent from the TJJD. The Customer shall work directly with the Service Provider in resolving all issues, including litigation, as they relate to services performed under their contract with Service Provider. The Customer shall be billed directly by the Service Provider and make monthly payments from local funds as per the rates in **Exhibit B** (Pricing Schedule and Service Area) of this contract. The TJJD shall have no obligation to pay Service Provider for monies the Customer may owe Service Provider.

The Customer agrees to indemnify and hold the TJJD harmless from any and all of the following, whether the same be actual or alleged: all loss, damage, claims, suits, taxes, liens, penalties, fines, liability, and expense (including attorneys' fees) howsoever arising or incurred as a result of this contract, including, but not limited to, damages or injuries or death to persons, or injury to or destruction of property.

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: 8/16/16

For Service Provider:

Signature — Printed Name: LEON SMITH — Date: 8-23-16

Approved as to form:

TJJD Attorney — Date: 8/18/16

Exhibit A

Found in Service Provider's proposal, reference Exhibit A: Execution of Offer form

Exhibit B
Pricing Schedule and Service Area

Exhibit B

Pricing Schedule and Service Area

THERE IS NO GUARANTEED NUMBER OF REFERRALS.

This is a firm price fee for service contract. Payments to service provider will vary depending on number of actual referrals of participants.

FIXED RATE PER VISIT PER YOUTH: (See service cost per hour)

I am proposing to provide services listed in our proposal at the following locations:

☑ **TJJD Institution** ☑ **TJJD Halfway House** ☑ **TJJD Parole or District Office** ☑ **In Youth's home**

☑ **At Specific Service locations identified in our proposal.** (office)

I am proposing to provide services for the following counties, to be defined as my "Service Area".

Harris	
Bexar	

Services

Service	Unit per hour Rate ②③	Hours Per Week May Not Exceed ①	Comments
Direct Care Services Delivered by Licensed Professional (e.g., LPC, LMFT, LCDC)			
Intake Assessment	$96.28	2	LPC, LMFT, LMSW
Assessment-other (specify) CANS	$119.82	1	LPC, LMFT, LMSW
Individual Counseling	$100.00	1	LPC, LMFT, LMSW
Group Counseling	$25.00	1	LPC, LMFT, LMSW
Family Counseling (youth present)	$123.63	1	LPC, LMFT, LMSW
Family Counseling (w/out youth present)	$119.40	1	LPC, LMFT, LMSW
Crisis Intervention	$147.56	3	LPC
Substance Abuse Treatment	$100.00	1	LCDC
Other: please specify			
Supportive (non-direct care) Services Delivered by Licensed Professional			
Team Meetings	96.28	2	
Report Writing/Documentation (other than routine treatment notes)	96.28	1	
Other: please specify			
Other Professional Services			
Wrap-around	$126.76	2	
Placement Diversion	See therapeutic	foster care	
Youth Mentoring	$30.00	3	
After school program	NA		
Evening Reporting Center	NA		

Animal Therapy	NA		
Community Restitution	NA		
Gang Intervention	NA		
Anger Management (ART	100.08	1	
Independent Living Training (Paya) Skills	100.08	1	
Therapeutic Foster Care	107.00 *	per Day	
Intensive Case Management	See Wrap Around		
Intensive Supervision	NA		
Life Skills Program	$100.08	1	
Parent Training	$100.08	1	
Truancy Prevention	NA		
Vocational Training/Program	NA		
Therapeutic Recreational Program	$100.08	1	
Substance Abuse Education	$100.08		
Other: please specify Sexual Abuse	$100.08		
Supportive (non-direct care) Services			
Team Meetings	$96.28	1	
Report Writing/Documentation (other than routine treatment notes)	$96.28	1	
Youth Assistance/Advocacy (school meetings, visits to work site, etc.)	30.00 (See mentoring)		
Missed Appointments- not to exceed 2 per youth per month.	107.00		
Other: please specify			
Performance Measure	One-time Fee	$300.00	In addition to the hourly rates

			above TJJD wil pay an additional fee for any youth who successfully completes the programming approved by TJJD.
Successful Completion of Program	④ 300.00		

① The number of hours will depend on the program. Provide estimate number of hours per week. Final number of hours will be determined by TJJD prior to award of contract.

②Reimbursement for travel or service delivery to youth in rural areas may be considered as a part of the unit per hour rate or specified as "other" in non-direct supportive services category.

③When possible travel should be included in the unit per hour rate/cost as opposed to delineated separately in supportive services category. TJJD may negotiate travel costs on a case by case basis.

④Proposed Pay for Performance rates will be considered for programs that deliver services to youth who successfully complete the entire program and demonstrate success on established performance measures i.e., youth who incur no additional charges/offenses, no probation/parole violations, and show agreed-upon increases in protective factors and decreases in risk factors. These unit per hour rates wil be negotiated and approved by TJJD prior to award of the contract.