STATE OF TEXAS §
§
COUNTY OF TRAVIS §

CONTRACT FOR SPECIALIZED TREATMENT SERVICES
Contract AMSN1410

This contract will become effective **upon final signature** and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **Central Plains Center, 2700 Yonkers, Plainview, TX 79072,** hereinafter **Service Provider**, for the provision of providing **Specialized Treatment Services** for TJJD youth. This contract will expire on **August 31, 2015.**

This contract is entered into under the authority of Texas Government Code Section §2155.143 and Human Resource Code, Title 12, Chapter 242 and 244 for the mutual considerations described in this contract.

SECTION I
SERVICE PROVIDER

The Service Provider agrees to perform the following service for TJJD youth:

A. ALCOHOL AND OTHER DRUG TREATMENT (AOD):

1. Maintain licensure as Licensed Chemical Dependency Counselor or a Qualified Credential Counselor for the full term of the contract as pre-approved by TJJD. Service provider shall be licensed in the State of Texas before any services are rendered pursuant to this contract. All counselors providing services to TJJD youth, after this contract is fully executed, shall be properly qualified and credentialed and pre-approved by TJJD before any services are rendered pursuant to this contract.

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. Services described in this paragraph required only the first month youth is admitted for 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. The provider will work with the written Individual Case Plan (ICP) provided by the referring staff/facility. The provider will develop a treatment plan to continue working towards the treatment goals, including the expected duration of treatment that explicitly addresses each of the identified recommendations as noted in paragraph 2 above and provided to the youth Primary Service Worker (PSW). This will be completed within 5 individual service days of admission in accordance with Texas Administrative Code, Title 25, Chapter 448.804(f). The ICP shall include a behaviorally written sequence of objectives designed to address and minimize the youth's risk factors or triggers for reoffending and relapse. The ICP shall contain specific strategies to achieve the objective(s) (group, individual, family sessions, etc.) and shall reference any specific curriculum or treatment program used. The ICP shall include a summary of the initial interview and any case notes.

5. Provide evidence-based treatment programming as determined by the youth's individualized level of care needs. Treatment for those youth will involve evidence-based Relapse Prevention curricula approved by the Manager of AOD Specialized Treatment.

6. Provide the following:
   a. Services will be provided based on the youth's need for an agreed upon length of time and type as discussed with the youth's PSW. If group services are preferred, but not feasible because there are not enough youth available, the Service Provider shall include individual treatment services. Individual services shall be a minimum of one (1) continuous hour per month. The one (1) continuous hour should be for at least fifty (50) minutes of treatment services and ten (10) minutes of case management. The individual treatment services shall not be for more than one (1) continuous hour per week, unless it is mutually agreed upon by both parties to provide additional individual treatment services up to two (2) continuous hours per week. Group services shall be a minimum of one and a half (1.5) continuous hours and up to three (3) continuous hours per week. Additional time requires prior written approval from TJJD.
   b. Services are to be provided in the Service Provider's office or TJJD facility. If services are to be provided in a youth's home a safety plan shall be approved by TJJD prior to services beginning. If services are provided in the home, this type of service location shall be relevant to the youth's needs.
   c. 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, monthly progress reports

7. Submit copies of monthly progress reports to TJJD PSW 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 Individual Case Plan 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 Individual Case Plan for the next month with revised objectives, strategies or approaches;
   e. Documentation of all collateral contacts made; and,
   f. Copies of dated completed weekly sign-in sheets (Exhibit C) showing the <u>printed name and signature</u> of each youth and Service Provider conducting the session. Or TJJD group attendance logs as designated by program type.

8. If group sessions are required, they shall be preapproved and group size limited to a maximum of eight (8) youth. Provide adequate facility space for services which affords confidentiality of group members. If space is determined to be inadequate, TJJD reserves the right to remove youth from the program.

9. Communicate the youth's treatment schedule to the designated TJJD staff member. The treatment schedule should be based on information from the Referral Packet Checklist and Approval (CCF-809) form that will be provided by TJJD. Submit schedule changes and attendance sheets to designated TJJD staff member showing those youth present and absent from sessions on a weekly basis including signature of both youth and Service Provider.

10. Contact youth's PSW after one (1) missed appointment. Discharge youth from service after two (2) missed sessions within one (1) month or a total of three (3) missed sessions and notify designated TJJD staff member.

11. Provide, if applicable, services in a facility if requested by TJJD PSW

B. THE FOLLOWING APPLIES TO ALL SERVICES:

1. TJJD shall pay for services based on fee schedule for services at the time of delivery. Those rates are included in (**Exhibit A**), **Fee Schedule**.
2. Service Provider shall provide services in the counties within their service area(s) identified in (**Exhibit B**), **Service Area and Locations**. Services are defined as in office, out of office and in home services. Out of office services may include TJJD institutions, halfway houses, parole offices and TJJD contracted residential facilities.
3. Service Provider shall submit monthly invoice and sign-in sheet (**Exhibit C**) to designated TJJD billing location for services provided, no later than ten (10) days from the last day of the month for which payment is requested. Each invoice shall contain the name and TJJD number of the youth for whom services were provided, the date said services were provided and a description of the services rendered, include completed sign in sheets (**Exhibit C**) and monthly progress reports. If the invoice or backup documentation is erroneous or incomplete it will delay the processing of the invoice. Payment will be made in accordance with the Texas Government Code, Chapter 2251.
4. **Travel:** Service area is defined as the area in which the Service Provider is able to provide services without requiring additional reimbursement. If the Service Provider is asked to provide services outside their original proposed Service Area, the Service Provider may request in writing a per trip fee based on the round trip mileage times $0.50 to the new location. Upon approval by TJJD, an amendment will be made to the contract to add the additional per trip fee.
5. **Missed appointment (no-show):** In the event a youth is not available for the scheduled appointment, when the Service Provider is present, the Service Provider may conduct staff training, consultations with staff or perform other administrative duties relating to the youth's psychological needs. Service Provider may bill for these services not to exceed one (1) hour.

C. MEASURES OF PERFORMANCE AND QUALITY OF SERVICES:

1. The Texas Juvenile Justice Department 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 of deficiency; conducting a program risk assessment; setting and modifying goals to maximize performance and sustaining continuous improvement. The basis for program evaluation and monitoring includes the following:
   - Periodic announced and/or unannounced on-site program monitoring by TJJD.
   - Compliance with the Contract for Specialized Treatment Services.
   - Progress toward treatment outcomes.
   - Service Provider shall agree to allow TJJD to conduct monitoring and fully cooperate in all processes.
   - Service Provider shall be responsible for monitoring the operations of the program and correcting deficiencies as they occur.
   - Service Provider shall take appropriate action within the time period specified by TJJD to correct findings and deficiencies identified during any and all monitoring visits.

   TJJD monitoring staff and Service Provider may discuss and mutually agree on additional performance measures and standards for each type of specialized treatment service.

2. The Service Provider recognizes that TJJD is paying the Service Provider 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 in the contract and below which the contract payment may be withheld until corrective actions are taken. In addition, if service remains below the AQL without required correctives being

taken, damages may be assessed. The Service Provider is required to ensure the AQL is maintained at all times during the performance to the contract.

3. 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. TJJD may conduct an on-site review, desk review or both during the term of the contract. Prior to any review, a Monitoring Form will be provided by TJJD, describing the areas to be monitored and reviewed. At a minimum, Service Provider shall be reviewed annually in meeting the following goals:

4. **Performance Measures:**
   a. Provide youth timely access to treatment by completing an initial assessment within 14 days of receiving a referral;
   b. Have youth receiving treatment within 30 days of referral as evidenced by attendance logs for services provided;
   c. Based on services provided, 40% of youth will complete treatment program;
   d. Provide continuity of care and/or additional services based on new assessment of need related to the youth's *Positive Achievement Change Tool (PACT)* assessment;
   e. Document progress of treatment as evidenced by completion of the monthly documentation requirements listed in this contract for services provided for no less than 90% of youth referred,
   f For those youth served, demonstrate an increase in protective factors and a reduction in risk factors in the type of treatment service provided.

5. **Outcome Measure:**
   a. For youth completing the program 80% will have no re-arrest within 120 days of treatment completion
   b Outcome will be measured by the number of participants who successfully complete the programs under contract.

D. SERVICE PROVIDER RESPONSIBILITIES:

1. 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 TJJD with satisfactory proof of its compliance.

2. Service Provider shall comply with all TJJD policies and procedures related to safety and security of youth. Service Provider shall report all criminal charges or traffic violations. Service Provider shall complete TJJD HR-028 form and submit to the TJJD Manager of Criminal Background Checks Department, 11209 Metric Blvd., Bldg. H., Austin, TX 78758.

3. In accordance with Article 26 under Section III, Service Provider shall comply with Prison Rape Elimination ACT (PREA) and TJJD policies, attached hereto as (Exhibit D) and incorporated herein for all purposes. Service Provider shall complete the acknowledgment form and submit to Contract Specialist: erica.tristan@tjjd.texas.gov or fax: 512-490-7252

4. Service Provider shall adhere to the individual licensee's code of conduct and code of ethics under Texas Administrative Code, Title 22, Part 30, Chapter 681, Subchapter C.

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

SECTION II
TJJD

For and in consideration of the services provided to TJJD youth, TJJD shall:

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

B. Approve Service Provider's service area, treatment program and plan prior to commencement of services.

C. Pay for services rendered by Service Provider in accordance with fee schedule (Exhibit A).

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

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

F. Remove youth from Service Provider's program after two (2) missed appointments within one (1) month or a total of three (3) missed appointments or when Service Provider determines that the youth can no longer remain in the program due to treatment or behavioral issues.

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

H. Provide at the time of referral, the Service Provider with the following:

1. Most recent psychological evaluation,
2. Youth's success plan information to include the youth's goals, plans to achieve goals and barriers to goal achievement,
3. Release or Transition Individualized Case Plan (ICP), and
4. Discharge Summary from specialized treatment program.

I. Forward the Parole ICP to the Service Provider whenever the ICP is updated or revised.

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

K. Maintain records of all approvals by 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 or religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

Article 2: Unfair Business Practices

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

Article 3: Franchise Taxes

Section 1: Service Provider certifies that should Service Provider be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken.

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

Section 3: If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJD within 24 hours. If such delinquency cannot be cured within 24 hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken under the provisions of the contract.

Article 4: Asbestos Regulation Compliance

If applicable Service Provider certifies compliance with the Asbestos Hazard Emergency Response Act of 1986 (AHERA) by having on file with the Texas Department of State Health Services (DSHS) a copy of Service Provider's AHERA Management Plan for each facility the Service Provider owns, leases, or otherwise uses as a school or is part of a school, grades kindergarten through 12, inclusive where applicable. Prior to the initiation of services under this contract, Service Provider shall provide to TJJD a certification of an asbestos-free environment or a copy of the DSHS acceptance and approval for the Service Provider's AHERA Asbestos Management Plan(s). Service Provider shall comply with the approved Management Plan during the term of this contract and any renewals; failure to do so shall be grounds for termination of the contract. Should DSHS approve a revised or modified Management Plan, a copy of the DSHS acceptance and approval of the revised or modified Management Plan shall be furnished to TJJD.

Article 5: Human Immunodeficiency Virus Services Act Compliance

Section 1: Service Provider certifies compliance with the HIV Services Act, [Vernon's Texas Code Annotated (VTCA); Health and Safety Code, Section 85.001, et seq] requirements for maintenance of confidentiality regarding HIV and its related conditions, including Acquired Immunodeficiency Syndrome (AIDS).

Section 2: Service Provider further certifies that workplace guidelines are developed and implemented. Service Provider may elect to use workplace guidelines developed and implemented by TJJD. Should Service Provider not elect to use workplace guidelines developed and implemented by TJJD, Service Provider agrees its workplace guidelines shall be similar to TJJD's as required by §85.113, Texas Health & Safety Code.

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

Article 6: Communicable Disease Prevention & Control Act Compliance

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

Article 7: Federal Confidentiality Compliance

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with the Federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these Federal requirements for confidentiality [42 USC Section 290 dd-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 concealed handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Service Provider's care.

Article 9: Required Disclosure of Lobbyist Activity

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

Article 10: Notification to TJJD of Subconsultants & Subcontractors

Section 1: TJJD shall be notified of the selection and/or use of all subcontractors, or subconsultants regularly used by the Service Provider in performing or assessing the performance of Service Provider's duties under this contract if paid or anticipated to be paid an amount exceeding $5,000.00 during the term of this contract, and they are subject to the approval of TJJD; said approval will not be unreasonably withheld.

Section 2: No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TJJD. TJJD shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

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

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

"Under §231.006, Family Code, the vendor or applicant 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 his 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 nonprofit corporations with no identifiable owner of twenty-five percent (25%) or more of the corporation, indicate with "none" on the first line below.

Name:	Social Security Number:

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

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

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

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

Article 14: Specially Designated Nationals and Blocked Persons List

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

Service Provider certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Service Provider is in compliance with the State

of Texas statutes and rules relating to procurement and that Service Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/portal/public/SAM

Article 15 Terrorism

The Texas Juvenile Justice Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Service Providers/vendors with The System for Award Management (SAM), https://www.sam.gov/portal/public/SAM, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Article 16: Fingerprint and Background Check:

Service Provider will:

1. As directed, provide information regarding persons providing services under this Agreement and personnel access for a criminal background check 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 TJJD's expense and through TJJD or TJJD's contract Service Provider's for each of the Service Provider's employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this agreement. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall not work under this agreement until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.

2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall be immediately suspended from working under this agreement unless authorized by TJJD's Director of Human Resources.

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

Article 17: Convictions for Hurricane Katrina or Rita

Under Section 2155.006, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract

awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

Article 18: Antitrust

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

Article 19: Intellectual Property Indemnification

To the extent of the Texas Constitution the Service Provider will indemnify, defend and hold harmless the State of Texas and Texas Juvenile Justice Department against any action or claim brought against the State of Texas and/or Texas Juvenile Justice Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. Service Provider will pay any damages attributable to such claim that are awarded against the State of Texas and/or Texas Juvenile Justice Department in a judgment or settlement.

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

Article 20: Contracting with Executive Head of State Agency

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

Article 21: Abandonment or Default

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

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

Article 22: Certain Bids and Contracts Prohibited

Under Government Code § 2155.004, no person who prepared the specifications or this contract has any financial interest in Service Provider's Proposal. If Service Provider is not eligible, then the contract shall be immediately terminated. Furthermore, "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 agreement, the undersigned signatory certifies that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the agreement or signing it with a false statement shall void the agreement.

Article 24: Debarment

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

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

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

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

ARTICLE 26: Compliance with PRISON RAPE ELIMINATION (PREA)

Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and TJJD policies related to PREA. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this service. Failure to comply with PREA standards and related TJJD policies may result in termination of the contract.

ARTICLE 27: Access to Information

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

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

Article 2: Indemnity

Service Provider agrees to be liable for, and hereby does indemnify and hold harmless TJJD and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts or 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.

Article 3: Liability Insurance

Section 1: Service Provider shall maintain liability insurance in the amount of $300,000 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 must be maintained during the term of this contract and any subsequent extensions in the above stated amount. Failure to maintain the required insurance coverage may result in termination of this contract or any other administrative error sanctions.

Article 4: Confidentiality and Security

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

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

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

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

Article 5: Administrative Error Sanctions

Section 1: TJJD, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:

a. Require the Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
b. Recoup payment made to Service Provider; and/or
c. Impose recommendations from audit or investigative findings, and minor or major sanctions; and/or

d. Assess liquidated damages for each instance of non-compliance

e. Suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, moratorium on placements, population limitations and/or removal of all youth presently in the program.

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

Article 6: Termination

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

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

Section 3: TJJD shall terminate this contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

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

Article 7: Funding Out Clause

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

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

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

Article 10: Contract Term

This contract will become effective upon final signature through August 31, 2015. This contract may be renewed for two (2) additional terms of two (2) years each, provided that both parties agree in writing.

Any renewals shall be at the same terms and conditions, plus any approved changes. The rates and services may be renegotiated based on performance and required service delivery.

Article 11: Contract Amendment

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 thereof. TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors or increase the "not to exceed" amount if necessary for continuation of services.

Article 12: Notice of Changes

Section 1: Service Provider shall notify TJJD immediately in writing in advance of any significant change affecting the Service Provider, including but not limited to change of Service Provider's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and other significant changes that may affect the delivery of services under the terms of this contract.

Section 2: Service Provider shall refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from TJJD

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

Article 13: Notice

Required notices will be provided to the TJJD Contracts Department at the TJJD Central Office at Texas Juvenile Justice Department, 11209 Metric Blvd., Bldg. H., Austin, Texas 78758; and Central Plains Center, 2700 Yonkers, Plainview, TX 79072.

Article 14: Venue

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

Article 15: Problem Solving in the Ordinary Course of Business

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

Section 2: Informal Resolution. Service Provider and TJJD staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, TJJD staff are encouraged to utilize the following mechanism to resolve problems.

Section 3: Formal Resolution:

a. Service Provider or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution.

b. The statement of problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.

c. Problems are resolved within ten working days; written responses will be sent to the individual or program that submitted it, designated contact and designated contact's supervisor

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

Article 16: Claims for Breach of Contract

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

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

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

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

Article 17: No Third Party Beneficiaries

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

Article 18: Audit Clause

Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TJJD or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested.

Service Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. 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 Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. By example and not as an exclusion to other breaches or failures, Service Provider's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize TJJD to immediately assess the liquidated damages for such failure. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in the contract. TJJD may require, at Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Service Provider. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154, Tex Government Code, the State Auditor may conduct an audit or investigation of the Service Provider or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Service Provider or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. This Agreement may be amended unilaterally by TJJD to comply with any rules and procedures of the State Auditor in the implementation and enforcement of Section 2262.154. Under procedures provided by the State Auditor on September 5, 2003, in addition to the above, (1) the Service Provider understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds; (2) the Service Provider further agrees to cooperate fully with the State Auditor in the conduct of the audit or investigation, including providing all records requested; and (3) the Service Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.

Article 19: Default

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

Article 20: Debt Owed to State of Texas

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

Article 21: Buy Texas

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

Article 22: Specifications

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

Article 23: Assignment

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

Article 24: Compliance with Other Laws

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

Article 25: Execution Authority

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

For the Texas Juvenile Justice Department:

~~Linda Brooke~~ David Reilly, Interim Executive Director — Date: 5/20/14

For the Service Provider:

Signature — Ron Trusler (Printed Name) — Date: 5-12-14

Approved as to form:

TJJD Attorney — Date: 5/8/14

EXHIBIT A
SPECIALIZED TREATMENT SERVICES FEE SCHEDULE

The following rates apply to services described in Section I of the Contract.

Reimbursement will be for actual services provided to participants in accordance with fee schedule below. Payments to Service Provider will vary depending on referrals of participants.

THERE IS NO GUARANTEED NUMBER OF REFERRALS.

Payment is based on "unit of service". A "unit of service" is one (1) continuous hour for individual and family; one and a half (1 ½) continuous hours for group.

PRIMARY LICENSURE: Licensed Clinical Social Worker, Licensed Marriage and Family Therapist,
Licensed Professional Counselor, Licensed Chemical Dependency Counselor,
Licensed Sex Offender Treatment Provider

Category	Service & Service Code	Location & Unit Rate		
		In Office	Home Based	Out of Office
Psychological Assessment	Psychological Assessment (86W) Substance Abuse Assessment (83F)	$56.55	$79.07	$79.07
Individual	Individual Counseling (86C) Substance Abuse Treatment (83G) Parent/Care giver Training (87C) Sexual Behavior Treatment	$56.55	$79.07	$79.07
Group	Group Counseling (86E) Substance Abuse Treatment (83H) Parent/Care giver Training (87C) Sexual Behavior Treatment	$16.04	N/A	$22.43
Family	Family Counseling (86F) Substance Abuse Treatment (83J) Parent/Care giver Training (87C) Sexual Behavior Treatment	$60.14	$84.09	$84.09
Diagnostic Consultation (81H)			$56.55	
Court Testimony/Deposition (86H)			$56.55	

EXHIBIT B
SERVICE AREA AND LOCATIONS

Service Provider will provide services at:

☐ TJJD Institution ☐ TJJD Halfway House ☐ TJJD Parole Office ☒ Service Provider's Office
☒ Youth's home ☒ Other Public Facility

Service Provider will provide services in the following counties, defined as "Service Area".

Hale	Motley
Briscoe	
Floyd	
Lamb	
Bailey	
Parmer	
Castro	
Swisher	