STATE OF TEXAS §
§
COUNTY OF TRAVIS §

CONTRACT FOR SPECIALIZED TREATMENT SERVICES
Contract CON0000563

This contract will become effective **upon final signature** and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **Pinnacle Social Services, LLC, 1418 Montana Avenue, El Paso, TX 79902**, hereinafter **Service Provider**, for the purpose of providing **Specialized Treatment Services** for TJJD youth. This contract expires on **August 31, 2018**.

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

SECTION I
SERVICE PROVIDER

Service Provider agrees to perform the following service(s) for TJJD youth:

A. ALCOHOL AND OTHER DRUG TREATMENT (AOD):

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B. MENTAL HEALTH TREATMENT (MH):

1. Maintain licensure as a Masters or Doctoral level therapist or psychiatrist for the full term of this contract and any subsequent extensions as preapproved by the TJJD. Service Provider must be licensed in the State of Texas before any services are rendered pursuant to this contract. Any clinician providing services to TJJD youth within the contracted Service Provider's practice, after this contract is fully executed, must be properly licensed and preapproved by the 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 the youth's risk and protective factors prior to implementing treatment. Services described in this paragraph are required within the first month the youth is admitted for treatment.

3. Conduct an initial interview with the youth to determine the youth's understanding of the treatment needs identified through the review described in subsection 2 above and to establish the basis for developing youth's treatment plan.

4. Develop an initial written treatment plan that contains treatment goals and the expected duration of treatment, and also explicitly addresses each of the identified recommendations referenced in subsection 2 above. The treatment plan must be provided to the youth's Primary Service Worker (PSW) within **five (5) days** of the initial appointment. The treatment plan shall include a written sequence of observable and measurable behavioral objectives designed to address and minimize the youth's risk factors or triggers for reoffending and relapse. The treatment plan shall contain specific approaches to achieve the objectives (group, individual, family sessions, etc.) and shall reference any specific curriculum or treatment program to be used. Services described in this paragraph are

required within the first month the youth is admitted for treatment. The treatment plan shall also 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 and approved by the TJJD. Service Provider may use only programming that was approved prior to this contract being awarded. If Service Provider wishes to use programming not approved prior to this contract being awarded, Service Provider must obtain approval from the TJJD prior to using the programming.

6. Provide the following:

   a. Services will be provided for ten (10) sessions. A request to schedule additional sessions may be approved by the chief local administrator. If group services are preferred, but not feasible because there are not enough youth available, Service Provider shall include individual treatment services. Individual services shall be for a minimum of one (1) continuous hour per month. The one (1) continuous hour should be at least fifty (50) minutes of treatment services and ten (10) minutes of case management. The individual treatment services shall not exceed one (1) continuous hour per week, unless it is mutually agreed upon by both Service Provider and the designated TJJD staff member to provide additional individual treatment services for up to two (2) continuous hours per week. Group services shall be for a minimum of one and a half (1.5) continuous hours, but not more than three (3) continuous hours per week. Additional time requires prior written approval from the TJJD.
   b. Services are to be provided in Service Provider's office, a TJJD facility, or if needed in the youth's home. If services are to be provided in the youth's home, a safety plan shall be approved by the TJJD prior to services beginning. If services are provided in the home, this type of service location shall have been determined relevant and necessary to meet the youth's needs.
   c. Documentation of any collateral contact/case management. Collateral contacts could include, but are not limited to: 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.

7. Provide monthly progress reports to the designated TJJD staff that include:

   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. Summary of the youth's overall behavior;
   d. Relevant therapeutic issues;
   e. Documentation of collateral contacts made; and,
   f. Copies of dated weekly sign-in sheets (**Exhibit C**) showing the printed name and signature of each youth and Service Provider conducting the session.

8. Communicate the youth's treatment schedule to the designated TJJD staff member. The treatment schedule should be based upon information from the Referral Packet Checklist and Approval form (CCF-809) that will be provided by the 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 the signatures of both youth and Service Provider.

9. Contact the youth's PSW after one (1) missed appointment. Discharge the youth from service after two (2) missed sessions within one (1) month or a total of three (3) missed sessions and notify the designated TJJD staff member within 24 hours of discharge.

10. Provide services in a facility if requested by the youth's TJJD PSW.

C. SEXUAL BEHAVIORAL TREATMENT (SB):

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D. THE FOLLOWING APPLIES TO ALL SERVICES:

1. The TJJD shall pay for services based on a 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 its Service Area as 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, and parole offices.

3. Service Provider shall submit a monthly invoice (with sign-in sheets (**Exhibit C**) and monthly progress reports) to the designated TJJD billing location (**see Exhibit B**) 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. Completed sign-in sheets (**Exhibit C**) and monthly progress reports should be included with the invoice as backup documentation. 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 Chapter 2251 of the Texas Government Code.

4. **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 original proposed 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.

5. **Missed appointment (no-show):** In the event 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 psychological needs. Service Provider may bill no more than one (1) hour for these services.

E. 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 this 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; and setting and modifying goals to maximize performance and sustain continuous improvement. The basis for program evaluation and monitoring includes the following:

    - Periodic announced and/or unannounced on-site program monitoring by the TJJD.
    - Compliance with this contract for Specialized Treatment Services.
    - Progress toward treatment outcomes.
    - Service Provider agrees to allow the TJJD to conduct monitoring and fully cooperates 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 the TJJD to correct findings and deficiencies identified during any and all monitoring visits.

The 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. Service Provider recognizes that the TJJD is paying 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 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.

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 its progress in meeting the goals of the treatment services being provided. The TJJD may conduct an on-site review, a desk review, or both during the term of this contract. Prior to any review, the TJJD will provide a monitoring form describing the areas to be monitored and reviewed. At a minimum, Service Provider shall be reviewed annually in meeting the following Performance Measures and Outcome Measures:

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 programs;
   d. Provide continuity of care and/or additional services based on a 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 the youth referred; and
   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 Measures:**

   a. For youth completing the program, 80% will have no rearrest within 120 days of treatment completion.
   b. Outcome will be measured by the number of participants who successfully complete the programs under this contract.

F. SERVICE PROVIDER RESPONSIBILITIES:

1. Service Provider shall comply with all federal, state, and local laws, and all 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 this 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.

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 the 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 the Prison Rape Elimination ACT of 2003 (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: suzi.rowan@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, the 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 treatment plan(s) prior to commencement of services.

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

D. Ensure that terms of payment shall be in accordance with Chapter 2251, Texas Government Code and Section 403.0551, Texas Government Code, which provides that payment owed 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 Comptroller administers or collects until the indebtedness or delinquency is paid in full.

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

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

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

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

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

J. 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.

K. 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 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 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 "none" on the first line below.

Name:	Social Security Number:
Joe David Collins (50%)	[redacted]
Lucia S. Gadney (50%)	

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

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

Service Provider certifies that it is not on the Specially Designated Nationals and Blocked Persons list (SDN List) maintained by the 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. 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 via cross-referencing Service Providers/vendors with The System for Award Management (SAM), https://www.sam.gov, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list, 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 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 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 he/she/it is not the executive head of the TJJD, a person who at any time during the four years before the date of this contract was the executive head of the TJJD, or a person or business entity that employs a current or former executive head of a state agency affected by Section 669.003.

Article 21: Abandonment or Default

If 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. **Under Section 2155.004, Government Code, the vendor (Service Provider) certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

Article 23: Gifts and Gratuity

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

Article 24: 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: 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 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 will become effective upon final signature and remain in effect through **August 31, 2018**. This contract may be renewed for two (2) additional terms of two (2) years each, provided that both parties agree in writing to each renewal. Any renewals shall be at the same terms and conditions, including any approved changes. The rates and services may be renegotiated based on performance and required service delivery.

Article 11: Contract Amendment and Merger Clause

This contract encompasses the complete and entire agreement of the parties. Neither party has made 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 **1418 Montana Avenue, El Paso, TX 79902.**

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, 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 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.

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: 7/25/16

For Service Provider:

Signature — Printed Name — Date: 9/1/14

Approved as to form:

TJJD Attorney — Date: 7/22/16

EXHIBIT A
SPECIALIZED TREATMENT SERVICES FEE SCHEDULE

The following rates apply to services described in Section I of this 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)	$56.55	$79.07	$79.07
	Substance Abuse Assessment (83F)			
Individual	Individual Counseling (86C)	$56.55	$79.07	$79.07
	Substance Abuse Treatment (83G)			
	Parent/Care Giver Training (87C)			
	Sexual Behavior Treatment			
Group	Group Counseling (86E)	$16.04	n/a	$22.43
	Substance Abuse Treatment (83H)			
	Parent/Care Giver Training (87C)			
	Sexual Behavior Treatment			
Family	Family Counseling (86F)	$60.14	$84.09	$84.09
	Substance Abuse Treatment (83J)			
	Parent/Care Giver Training (87C)			
	Sexual Behavior Treatment			
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".

El Paso	

SEND INVOICE (AND BACKUP DOCUMENTATION) TO:

Ft. Worth District Office
2462 E. Long Avenue
Fort Worth, TX 76106

EXHIBIT C

SPECIALIZED TREATMENT AFTERCARE SIGN-IN SHEET

TEXAS JUVENILE JUSTICE DEPARTMENT

SERVICE PROVIDER: **SIGNATURE:** **DATE:**

ADDRESS: **TELEPHONE NUMBER: ( )**

CONTRACT NO.

TYPE OF SERVICE: ☐ AOD ☐ MH ☐ SB

CATEGORY: ☐ INDIVIDUAL ☐ GROUP ☐ FAMILY

LOCATION: ☐ IN OFFICE ☐ HOME BASED ☐ OUT OF OFFICE ☐ TJJD LOCATION

"Treatment was provided to the following Youth"
(In order to receive credit for the service each line must be completed and Youth receiving treatment must sign below)

	Youth Name (Print)	TJJD #	Youth Signature	Date	Parole Officer/ Case Manager	Appointment Time			Total Time	No Show ✓
						Scheduled Appt. Time	Start	End		
1										
2										
3										
4										
5										
6										
7										
8										

NOTE: This sign-in sheet must be submitted with each invoice for payment. A separate form must be used for each TJJD location.