

STATE OF TEXAS §  
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COUNTY OF TRAVIS §

**CONTRACT FOR GED® Testing Program  
Contract CON0001192**

This contract will become effective **June 1, 2021**, and is by and between the **Texas Juvenile Justice Department**, hereinafter “**TJJD**”, and **GED Testing Service LLC**, a Delaware Limited Liability Company (“**GED Testing Service**” or “**Service Provider**”), hereinafter **Service Provider**, for the purpose of enabling TJJD to administer the GED® test to TJJD youth. This contract is identified as **Contract CON0001192**.

**SECTION I**  
**CONTRACT TERM**

This contract will become for an initial term of three (3) years, effective **June 1, 2021**, and shall remain in effect through **August 31, 2024**. This contract may be renewed for two (2) additional terms of one (1) year each, provided that both parties agree in writing through contract amendment to each renewal. Any renewals shall be at the same terms and conditions, including any approved changes.

**SECTION II**  
**SERVICE PROVIDER**

TJJD is required by law to offer high school equivalency testing to students in our care who meet the requirements and are behind in attaining their high school diploma. The test must be officially authorized by The Texas Education Agency as the Texas high school equivalency test.

The GED® Test is authorized by the Texas Education Agency (the “Jurisdiction”) as one of the Texas high school equivalency test and GED Testing Service is exclusively authorized by the American Council on Education (“ACE”) to license and oversee the administration of the GED® Test and may impose restrictions and requirements regarding the licensed use of the GED® Test. The GED® test is a copyrighted test, owned by GED Testing Service LLC.

Texas Education Agency and GED Testing Service have previously entered into a contract for the administration of GED® Test in Texas for the purpose of attaining the Texas high school equivalency diploma effective October 7, 2016 through August 31, 2019 with two additional one (1) year renewal period options (collectively referred to as the “Jurisdiction Contract”). This contract is contingent upon GED testing service maintaining a contract with TEA for the administration of GED Tests in Texas for the high school equivalency.

The delivery of the GED® Test in Texas is subject to the terms of the Jurisdiction Contract with GED Testing Service. The Jurisdiction’s GED Administrator™ oversees the GED® Test within the State of Texas.

TJJD’s administration of the GED® Test will be performed in accordance with this contract, the Pricing Exhibit (**Exhibit B**), the GED® Test Program Policy Manual (including the *GED Testing Service® Brand Usage Guidelines for Licensed Jurisdictions* incorporated therein) and any revisions thereto as may be made by GED Testing Service from time to time (“Policy Manual”).

If TJJJ determines that the modified Policy Manual is unacceptable to TJJJ, the parties agree to work together to establish a mutually acceptable policy. The Pricing Exhibit and Policy Manual are incorporated by reference into the terms of this Contract. TJJJ shall comply with the policies and procedures described in the Policy Manual and ensure that the individuals and vendors involved in the administration of the GED® Test and any related services are trained in the requirements set forth in the Policy Manual and obligated to comply with its terms. TJJJ agrees it obtains no ownership interest in any of the GED® test materials, including but not limited to, test items, test answers, test booklets, answer sheets and test prompts.

1. Service Provider will provide the paper-based GED® test on a print to order basis with ability to also provide online testing. Online testing may be utilized in the future or as needed.

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

- a) Provide the paper-based GED® test, with a plan for moving TJJJ to the computer based delivery mode as TJJJ facilities are approved and ready to migrate, as the official test to determine eligibility of the Texas high school equivalency credential.
- b) Provide assistance with establishing testing facilities/locations within TJJJ.
- c) Collaborate with TJJJ to resolve test-takers accommodation issues and requests.
- d) Assist TJJJ's review and validate eligibility of test-takers who do not meet automatic eligibility requirements.
- e) Subject to GEDTS' end-user license agreement, GEDTS will provide TJJJ access to GEDTS' data application which enables TJJJ to create test-taker profiles for eligible test-takers to take the GED® test.
- f) Provide to TJJJ paper-based testing (and computer based testing) policies and procedures in line with TJJJ protocols and confidentiality policies.
- g) Provide to TJJJ GED® Test program policies/procedures for paper test administration.
- h) Maintain security of all paper tests and testing materials.
- i) Provide paper-based test administration training to suitable TJJJ education personnel at each identified facility regarding the implementation of high school equivalency testing relative to provider's programming.
- j) Provide identified and authorized TJJJ education division personnel access to TJJJ student high school equivalency testing data and reports.
- k) Provide Service Provider's list of personnel assigned to work with TJJJ upon execution of contract.
- l) Ongoing consultation and updates throughout the term of the contract.
- m) Provide scoring of paper-based HSE tests and/or provide identified TJJJ education personnel with necessary materials and training to grade HSE paper-based tests at each facility.
- n) Provider shall provide services at TJJJ Secure facilities and halfway house(s) as identified in **Exhibit D, Service Locations**.
- o) The pricing and process description is set forth on the attached Pricing Exhibit (**Exhibit B**) which is hereby incorporated herein by reference.
- p) Work with TJJJ to implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable client user information.
- q) Contact appropriate TJJJ personnel to provide notification of shipping date of materials and expected date of receipt.
- r) Collaborate with TJJJ facility administrators to schedule required training(s) – virtual and/or in-person.

**2. Deliverables**

<b>Deliverable No.</b>	<b>Deliverable Description</b>	<b>Estimated Due Date</b>
1	Service Provider will provide a contact list of personnel assigned to work with TJJJ	Upon execution of a contract with TJJJ
2	Service Provider will provide appropriate professional learning to each facility, to ensure efficient / accurate implementation of HSE testing	1-2 months following execution of a contract with TJJJ
3	Service Provider will provide HSE Paper Testing Materials as needed/requested when students become eligible to test.	Within 1 week of each request
4	Service Provider will provide professional support services including updates to program.	Ongoing as needed

**3. Compliance with Child Support Obligation Pursuant to Texas Family Code Section 231.006**

Under Section 231.006 of the Texas Family Code, Service Provider must certify 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. Therefore, to assess compliance with Texas Family Code Section 231.006: 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 a business entity to which the above does not apply, indicate with "NONE" below.

<b>Name:</b>	<b>Social Security Number:</b>	<b>Percent Ownership:</b>
None		

**4. Invoicing**

Payment. Service Provider will submit invoices to the TJJJ Claims Department via email at [tjjdinvoice@tjjd.texas.gov](mailto:tjjdinvoice@tjjd.texas.gov) and to Marilyn Harris at [Marilyn.Harris@tjjd.texas.gov](mailto:Marilyn.Harris@tjjd.texas.gov), and/or via regular mail at, P.O. Box 12757, Austin, Texas 78711 or 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758, on invoices bearing Service Provider's name, address, and TJJJ contract number. Incomplete invoices will be rejected and Service Provider will have

ten (10) days to resubmit corrected invoice. Invoices will be paid in accordance with Chapter 2251 of the Texas Government Code.

**SECTION III**  
**TJJD**

1. For and in consideration of the services provided to TJJD youth, TJJD shall collaborate with the GED Administrator™ and:
  - a. Ensure the GED® Test is utilized at TJJD as the official test to determine eligibility of a high school equivalency credential;
  - b. Assist and consult with Service Provider in establishing testing facilities and locations within TJJD;
  - c. Provide list of all education staff involved with testing process;
  - d. Review and validate the eligibility of test-takers who do not meet automatic eligibility requirements;
  - e. Work with Service Provider to resolve test-takers' accommodation issues and requests;
  - f. Read, agree to, and comply with program policies/procedures for paper test administration including the requirements described in Exhibit D, Official GED Testing Center, Terms and Conditions;
  - g. All facility staff involved with testing will complete all required training associated with vendor's program (proctor training/certification, regulations, etc.).
  - h. Maintain security of all paper tests and testing materials;
  - i. Create test-taker profiles/lists for any students taking HSE tests;
  - j. Collaborate with vendor to set up testing dates as needed (ongoing);
  - k. Provide access to facilities and work space, as needed/possible to ensure program integrity and sustainability;
  - l. Ensure all tests taken are returned to vendor appropriately, including unused materials;
  - m. Obtain necessary consent for students to participate in the testing program;
  - n. Not resell any materials or provide access to any third party who is not a client user;
  - o. TJJD will provide access to education personnel contact information as well as student names associated with providing HSE Testing.
  - p. Work with Service Provider to ensure the Policy Manual is followed and report immediately to Service Provider any issues which may result in a compromise of testing materials, or any other testing or scoring irregularities and ensure the paper based test administration is conducted only by Official GED Testing Centers, that the Testing Centers have fully signed and returned Service Provider s Testing Center contract and that the Testing Center complies with the paper based testing administration policies and procedures;
  - q. Cooperate with requests for information from Service Provider;
  - r. Acknowledge and consent that the test-taker data collected and retained by Service Provider through the scheduling and registration of the testing in TJJD may be shared with the Jurisdiction and other jurisdictions. TJJD and Service Provider may use the test-taker data as test-takers have consented. TJJD will permit only staff having a 'need to know' to receive access to the test-taker data and only for official GED® Test program related purposes;
  - s. Sign any required end user license agreement required for TJJD's personnel to gain access to the test-takers records;
  - t. Report any suspected Testing Center or test-takers cheating or fraudulent behavior of which TJJD becomes aware; and

- u. Ensure that all promotional, informational and any other materials (whether print or online) distributed by or on behalf of the TJJD and/or its Testing Centers in connection with the administration of the GED® Test comply with the trademark usage, notice and attribution, and style guidelines set forth in the *GED Testing Service® Brand Usage Guidelines for Licensed Jurisdictions* and that third party materials or websites which do not conform to these guidelines are not included in, or referred to (e.g., links to websites), in any such materials.
2. TJJD shall follow the paper test ordering process and pay for program fees in accordance with the Pricing Exhibit (Exhibit B) attached hereto.
  3. Ensure that terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code, commonly known as the prompt payment act, and Section 403.0551 of the 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.
  4. 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 Child Abuse Registry Check Consent Form, TJJD form HR-028, and submit it to the TJJD Manager of Criminal Background Checks Department, P.O. Box 12757, Austin, Texas 78711 or 11209 Metric Blvd., Bldg. H., Ste. A, Austin, TX 78758.
  5. 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. Service Provider shall complete the acknowledgment form and submit it to the TJJD contact person for this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this contract.

**SECTION IV**  
**Notices and Contacts**

Notices shall be addressed to the Office of General Counsel, Texas Juvenile Justice Department, mailing address: P.O. Box 12757, Austin, Texas 78711; or physical address: 11209 Metric Blvd., Bldg. H, Ste. A, Austin, Texas 78758, and to Service Provider at 5601 Green Valley Dr., Bloomington, MN 55437 The following is additional contact information for purposes of this contract:

**Service Provider Contact Information:**

**TJJD**

**Technical Contact:** Vendor name GED Testing Service LLC

Robert Fischer

Address [REDACTED]  
Contact: Jonna Forsyth  
Phone: 512-202-1316  
Fax:

Address: P.O. Box 12757  
Austin, TX 78711  
Phone: 512-490-7723  
State Cell: 512-817-9245

Email: [Jonna.McDonough@GED.com](mailto:Jonna.McDonough@GED.com)

Robert.Fischer@tjjd.texas.gov

**GED Testing Service Legal**

Address: [Redacted]

Email: Contracts@GED.com

**Contract Specialist:**

Julia Buantello  
Address: PO Box 12757  
Austin, TX 78711  
Phone: 512-490-7606

**SECTION V**

**1. Terms and Conditions:**

Texas Juvenile Justice Terms and Conditions are herein attached as Exhibit C, TERMS AND CONDITIONS.

**2. The listed exhibits are included and incorporated herein by reference:**

- Exhibit A-Intentionally Left Blank
- Exhibit B-Pricing Exhibit
- Exhibit C-Terms and Conditions
- Exhibit D-Official GED Testing Center™ GED Terms and Conditions
- Exhibit E-Testing Center Contract – McLennan County State Juvenile Correctional Facility
- Exhibit F-Testing Center Contract – Gainesville State School
- Exhibit G-Testing Center Contract – Ron Jackson State Juvenile Correctional Complex
- Exhibit H-Testing Center Contract – Giddings State School
- Exhibit I-Testing Center Contract - Evins Regional Juvenile Center

**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:**

[Redacted Signature]

7/15/21

Camille Cain, Executive Director

Date

**For Service Provider:**

[Redacted Signature]

Vicki L. Greene, Pres.& CEO

07/01/2021

Signature

Printed Name

Date

[Redacted]

**EXHIBIT A**  
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## EXHIBIT B PRICING EXHIBIT

**1. GED® test on paper:** The parties established this program for the GED® test on paper in Texas Juvenile Justice Department (TJJJ). The GED® test consists of four separate content area tests (Mathematics, Reasoning through Language Arts, Science, and Social Studies). A “Content Area Test” means one of the four separate content area tests.

### **2. Ordering paper tests and GED® test paper process**

#### **A. GED® test TJJJ Paper Testing Process Description**

##### **1. Testing Center On-boarding:**

- a. Test Administrators and proctors are required to read, agree to and comply with GED Program Policies & Procedures for paper test administration on the GED Test series and to sign a Test Security Memorandum.
- b. An authorized representative from the Testing Center must sign a Testing Center Contract.
- c. All Testing Center staff involved with delivering the GED testing program must complete GED Testing Service’s online training.
- d. GED Testing Service will provide a Welcome Packet (Dry erase note boards and dry erase pens) to each Testing Center which signs a Testing Center Contract found in the exhibits to this contract and Test Security Memorandum.
- e. GED Testing Service will provide three (3) - one (1) to two (2) day professional development workshops at a TJJJ site to be determined by TJJJ to prepare TJJJ teachers for the curriculum required to prepare TJJJ students for the GED® tests.

#### **B. Planning/Ordering a GED® Paper based Test Event:**

1. Authorized TJJJ staff will be required to create test-taker profiles for any students who wish to take a Content Area Test but do not currently have profile on GED.com.
  - a. The TJJJ staff member should use their work email address when creating accounts to ensure that the score notifications come through correctly.
  - b. When creating test-taker profiles, the accommodations field should be checked “Yes”. While these test-takers do not require an accommodation for a disability, this indicator will provide the test-takers access to the forms that are required to be used for paper-based testing.
2. Test Administrators can schedule a testing event via google form (Found here: [Paper Test Event Form](#)). Test-takers accounts in GED.com are assigned to a specific testing event in this process (“Testing Event(s”).
  - a. Requests for new Testing Events will be reviewed by GEDTS **every weekday at noon (Central Time)**.
  - b. The Paper Test Event Form includes space to add up to ten (10) test-takers. Any test-takers to be scheduled in addition to the first ten (10) names provided may be entered on a new Paper Test Event form. More than one (1) Testing Event can be scheduled on a day.
  - c. In the form, the test-taker's name, DOB, GED ID, and subjects needed are required for each test-taker.
3. GEDTS will ship testing materials within two (2) business days.

- a. Items to be included are: Test(s), Answer Sheet(s), Test Roster(s), Surveillance Log(s), Return Label(s), Extra Plastic Envelope(s).

**C. Receiving & Administering Tests at the Test Center:**

1. Tests will be mailed via 2nd-day mail delivery to the Testing Center.
2. When tests arrive at the Testing Center:
  - a. Tests and test materials must be handled securely and in accordance with the GED Program Policy and Procedures.
  - b. Test Administrator will immediately verify inventory sheet for accuracy and completeness.
  - c. Test Administrator shall immediately alert GED Testing Service of any missing contents.
3. Administering the test
  - a. Test Administrators will follow Paper Test Administration Directions.
  - b. Test Administrators will fill out surveillance logs for each Testing Event.
  - c. Only certified Test Administrators can handle the tests; teachers cannot handle, administer or be involved in the GED® Testing Event.
4. When testing is completed:
  - a. Test Administrator will verify all tests have been returned via Testing Event Roster and prep tests for return to GEDTS.
    - i. Items to include in return package: Test(s), Answer Sheet(s), Test Roster(s), Surveillance Log(s).
    - ii. Tracking number for the return package should be emailed to [operations@gedtestingservice.com](mailto:operations@gedtestingservice.com) to confirm the shipment is in route.

**D. Receiving & Scoring tests at GEDTS:**

1. GEDTS reviews inventory sheet for accuracy.
  - a. All pages of the testing booklets are required for scoring.
  - b. Unused testing booklets must be returned with the Test Event Shipment.
2. A confirmation email will be sent to the Testing Center to inform staff that the Test Event Shipment has been received.
3. GEDTS will convert paper answers to computer forms for scoring.

**E. Test Scores**

1. Scores should appear in the test-taker's GED Manager account.
  - a. \*If after five (5) business days from receiving a confirmation email, the scores are still not available, please contact GEDTS to request further research.
  - b. Score reports may be printed for individualized test-taker feedback.
  - c. Credentialing occurs automatically, and results are sent to the Jurisdiction for the production of diplomas.

**3. GED® Testing Program Fees**

The orders, billing and payments will be invoiced and paid in accordance with the terms of this Contract.

Paper testing fee:

Year 1: GED® test battery is \$80.00 or \$20.00 per content area  
Year 2: GED® test battery is \$96.00 or \$24.00 per content area  
Year 3: GED® test battery is \$112.00 or \$28.00 per content area

Year 4: GED® test battery is \$120.00 or \$30.00 per content area

Computer testing fee:

Years 1-4: GED® test battery is \$80.00 or \$20.00 per content area

The fees will be invoiced on a monthly basis based on the number of tests returned and scored during the prior month.

(Examples: 1. Testing Event held on 6/20, tests and answers returned to GEDTS on 6/26, tests scored on 6/30 will be part of June billing; 2. Testing Event held on 6/23, tests and answers returned to GEDTS on 6/27, scored on 7/1 will be part of July billing.)

**GED® Test Retake Discount Program**

GED Testing Service waives the test fee for up to two retakes per failed content area test. The two retakes must occur within twelve (12) months of the test-taker's initial attempt. After the 2<sup>nd</sup> retake, a test-taker must wait sixty (60) days before the fourth attempt on a content area and then the standard test fees apply.

**4. Jurisdictional Fee:** The Jurisdiction's 2018 fee per Content Area is \$6.25 (\$5.00 per content area for paper-based GED® Test) and is subject to change at the discretion of the Jurisdiction ("Jurisdiction Fee"). GED Testing Service will invoice TJJJ for the applicable Jurisdiction Fee per Content Area test delivered along with the GED® test fee for that Content Area test and TJJJ is responsible to pay each GED Testing Service invoice for those combined fees.

**5. Fee Collection and Reconciliation:** On a monthly basis, GED Testing Service will submit an invoice for the number of Content Area Tests delivered during the previous month with the associated Jurisdiction Fees; no-shows will be considered as tests which were delivered. TJJJ will pay each invoice within thirty (30) days of the invoice date. GED Testing Service LLC will also collect any applicable sales tax, value added tax, GST or similar tax and file returns with the appropriate taxing authority. Invoices will be sent via email to TJJJ, c/o: TJJJ Claims Department via email at [tjjdinvoice@tjjd.texas.gov](mailto:tjjdinvoice@tjjd.texas.gov) and to Marilyn Harris at [Marilyn.Harris@tjjd.texas.gov](mailto:Marilyn.Harris@tjjd.texas.gov), and/or via regular mail at, P.O. Box 12757, Austin, Texas 78711 or 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758. TJJJ will provide updated contact information to GED Testing Service if the accounts payable representative changes.

## Exhibit C

### TERMS AND CONDITIONS

#### **1. Americans with Disabilities Act and Equal Employment 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.

#### **2. Antitrust Affirmation**

Service Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Service Provider nor the firm, corporation, partnership, or institution represented by Service Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or federal antitrust laws, or (2) if applicable, communicated directly or indirectly the contents of a response to any competitor or any other person engaged in the same line of business as Service Provider.

#### **3. Assignment**

Service Provider shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from TJJD. Any attempted assignment in violation of this Section is void and without effect.

#### **4. Buy Texas Affirmation**

In accordance with Section 2155.4441 of the Texas Government Code, Service Provider agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

#### **5. Change in Law and Compliance with Laws**

In the execution of the contract, Service Provider shall comply with all applicable federal, state, and local laws or regulations, including, but not limited to, 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. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal, state, or local laws, ordinances, or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

#### **6. Child Support Obligation Affirmation, Section 231.006, Texas Family Code**

**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.**

A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or

owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. **FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

#### **7. Communicable Disease Prevention and 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).

#### **8. Intentionally Left Blank**

#### **9. Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD**

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJD to perform services on Service Provider's behalf, to secure the 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 sanctions.

#### **10. Compliance with the Prison Rape Elimination Act of 2003 (PREA)**

Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C. 30301 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.

#### **11. Confidentiality and Security**

**Section 1:** Service Provider agrees that all of its employees, contractors, subcontractors, or associates will comply with all state and federal law and with TJJD policies regarding maintaining the confidentiality of TJJD youth, including, but not limited to, maintaining 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 and subject to release only by permission of TJJD.

**Section 3:** Service Provider's employees, contractors, subcontractors, or associates 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 TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

#### **12. Contract Amendment and Merger Clause**

This contract encompasses the complete and entire agreement of the parties. Neither party has made nor relied on any representations, stipulations, or agreements other than those expressly contained in this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented

in 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 TJJD contract identification number, or increase the “not to exceed” amount (if applicable) necessary for continuation of services.

### **13. Intentionally Left Blank**

### **14. Cybersecurity Training**

Service Provider represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

### **15. Dealings with Public Servants Affirmation**

Pursuant to Section 2155.003 of the Texas Government Code, Service Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

### **16. Debts and Delinquencies Affirmation**

Service Provider agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

### **17. Disaster Recovery Plan**

In accordance with 13 TAC § 6.94(a)(9), Service Provider shall provide to TJJD the descriptions of its business continuity and disaster recovery plans if it has or is to have custody of vital state records.

### **18. Intentionally Left Blank**

### **19. Dispute Resolution**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

### **20. Intentionally Left Blank**

### **21. Drug-Free Workplace**

Service Provider represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

### **22. Entities that Boycott Israel**

Pursuant to Section 2270.002 of the Texas Government Code, Service Provider certifies that either: (i) it meets an exemption criterion under Section 2270.002; or (ii) that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

### **23. E-Verify Program**

Service Provider certifies that for contracts for services, Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the contract to determine the eligibility of:

- A. all persons employed by Service Provider to perform duties within Texas; and
- B. all persons, including subcontractors, assigned by Service Provider to perform work pursuant to the contract within the United States of America.

Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that Service Provider is enrolled in E-Verify. Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy 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.

If it is determined that Service Provider has violated the certifications set forth in this provision, then (1) Service Provider shall be in breach of contract, (2) TJJD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJD under the contract, Service Provider shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated contract.

#### **24. Excess Obligations Prohibited - Funding Out Clause**

The contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJD's or Service Provider's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this provision, TJJD will not be liable to Service Provider for any damages that are caused or associated with such termination or cancellation and TJJD will not be required to give prior notice.

#### **25. Excluded Parties**

Service Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

#### **26. Executive Head of a State Agency Affirmation**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Service Provider certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the contract was the executive head of TJJD, or (3) a person who employs a current or former executive head of TJJD. Or Service Provider and TJJD have complied with the requirements of Section 669.003 concerning board approval and notice to the Legislative Budget Board.

#### **27. False Statements**

The undersigned certifies that the information contained in this contract is accurate and complete. Provider acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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### 29. Financial Participation Prohibition Affirmation

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

### 30. Fingerprinting and Background Check

#### A. Unless Service Provider is addressed in Section B below, Service Provider shall:

1. As directed, provide information regarding persons providing services under this contract with access to TJJD youth or youth records for a criminal background checks, which may include fingerprinting, 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. Any Service Provider employee, agent, consultant, subcontractor, subcontractor 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 employee, or volunteer worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor 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 employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJD's Director of Human Resources.

#### B. Service Provider Licensed by the Texas Department of Family and Protective Services

1. Employees, contractors (including subcontractors), or volunteers who provide services in a facility that contracts to accept TJJD youth and that is licensed by the Department of Family and Protective Services (DFPS) must, in order to work with TJJD youth, obtain clearance under DFPS background check rules. Further:
  - a. Service Provider must provide sufficient information to allow TJJD to verify DFPS clearance; and
  - b. Service Provider must notify TJJD's Director of Human Resources **within 24 hours** of learning of the arrest of any employee, contractor (including subcontractor), or volunteer.

#### C. TJJD Approval

TJJD will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

### **31. Foreign Terrorist Organizations**

Section 2252.152 of the Texas Government Code prohibits TJJJ from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Service Provider certifies that it is not ineligible to receive the contract.

### **32. Former Agency Employees**

Service Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of TJJJ during the twelve (12) month period immediately prior to the date of execution of the contract.

### **33. 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 TJJJ or other sanctions may be exercised.

**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 TJJJ within twenty-four (24) hours. If such delinquency cannot be cured within twenty-four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJJ, this contract may be terminated at the option of TJJJ or other sanctions may be exercised under the provisions of this contract.

### **34. Governing Law and Venue**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TJJJ.

### **35. 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 TJJJ. Should Service Provider not elect to use workplace guidelines developed and implemented by the TJJJ, Service Provider agrees that its workplace guidelines shall be similar to the TJJJ's as required by Section 85.113 of the Texas Health and 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.

### **36. Human Trafficking Prohibition**

**Under Section 2155.0061, Government Code, the vendor [GED] 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.

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**39. Indemnification**

**SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TJJD AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SERVICE PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) TJJD'S AND/OR SERVICE PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TJJD BY SERVICE PROVIDER OR OTHERWISE TO WHICH TJJD HAS ACCESS AS A RESULT OF SERVICE PROVIDER'S PERFORMANCE UNDER THE CONTRACT. SERVICE PROVIDER AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SERVICE PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SERVICE PROVIDER WILL REIMBURSE TJJD AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF TJJD DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SERVICE PROVIDER OR IF TJJD IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TJJD WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SERVICE PROVIDER WILL PAY ALL REASONABLE COSTS OF TJJD'S COUNSEL.**

**40. Independent Contractor - Relationship of the Parties**

The contract shall not create any joint venture, partnership, agency, or employment relationship between Service Provider and TJJD. Service Provider and Service Provider's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Service Provider nor TJJD is an agent of the other and neither may make any commitments on the other party's behalf. Should Service Provider subcontract any of the services required in the contract, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve Service Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

Service Provider agrees and acknowledges that during the existence of the contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of the contract. Service Provider agrees to comply with all state and federal laws applicable to any such

persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJJ shall not be liable to Service Provider, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJJ or other state employee. Service Provider shall have no claim against TJJJ for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Further, Service Provider shall indemnify and hold harmless TJJJ, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments.

#### **41. Insurance**

**Section 1:** Service Provider shall maintain liability insurance in the amount of \$1,000,000.00 for each occurrence of negligence. The insurance must also 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 the TJJJ Contracts Department proof of insurance listing TJJJ as an additional insured upon contract execution, upon insurance renewal if coverage expires during the contract term (including contract extensions, if any), and 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 sanctions.

#### **42. Lobbying Prohibition**

Service Provider represents and warrants that TJJJ's payments to Service Provider and Service Provider's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

#### **43. No Conflicts of Interest**

Service Provider represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Service Provider has disclosed in writing to TJJJ all existing or potential conflicts of interest relative to the performance of the contract. And if circumstances change during the course of the contract, Service Provider shall promptly notify TJJJ.

#### **44. No Implied Waiver**

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

#### **45. No Quantity Guarantees**

TJJJ makes no express or implied warranty whatsoever that a minimum number of referrals will be guaranteed under this contract.

#### **46. No Third-Party Beneficiaries**

The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

#### **47. Notice**

Any written notice required under this contract will be either through hand delivery or by U.S. Mail, certified, return receipt requested, to Service Provider at the address indicated on SECTION IV, entitled, "Notices and Contacts" of the contract and to TJJD at Texas Juvenile Justice Department, Office of General Counsel, P.O. Box 12757, Austin, Texas 78711-2757 or 11209 Metric Blvd., Bldg. H, Ste. A, Austin, Texas 78758.

#### **48. Notice of Changes**

**Section 1:** Service Provider shall notify TJJD immediately in writing in advance of any significant change affecting 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 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 TJJD.

**Section 3:** Service Provider shall not relocate the services provided under this contract from the location stated in the preamble, if applicable, 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, Texas Local Government Code, if applicable.

#### **49. Permits, Certifications, and Licenses**

Service Provider represents and warrants that it has determined what licenses, certifications, and permits are required under the contract and has acquired all applicable licenses, certifications, and permits and shall maintain them as necessary throughout the term of the contract.

#### **50. Prompt Payment**

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

#### **51. Prior Disaster Relief Contract Violation**

**Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [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.**

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Therefore, undersigned Service Provider certifies that the individual or business entity named in this response 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.

#### **52. Problem Solving in the Ordinary Course of Business**

**Section 1:** The parties to the contract shall use the procedures contained in this provision 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 the contract, the

dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used.

**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:**

1. 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).
2. 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.
3. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, with copies retained by the designated contact and 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 from the date of written decision, 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 TJJD's Office of General Counsel 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, and copies retained by the designated contact, the designated contact's supervisor, and TJJD's Office of General Counsel.

### **53. Public Information Act**

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Service Provider is required to make any information created or exchanged with the State pursuant to the 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 the State. Such formats include, but are not necessarily limited to, in a non-encrypted electronic format, PDF, and HTML.

### **54. Restricted Employment for Certain State Personnel**

Pursuant to Section 572.069 of the Texas Government Code, Service Provider certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TJJD involving Service Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

### **55. Restriction on Possession of Weapons**

Service Provider agrees that Service Provider or any employees, contractors, subcontractors, or 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.

## **56. Sanctions**

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

1. Requiring Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
2. Recouping payment made to Service Provider; and/or
3. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
4. Assessing liquidated damages to the extent allowed by Texas law for each instance of non-compliance; and/or
5. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

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

## **57. Severability**

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

## **58. Signature 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. This contract shall be binding upon and shall inure to the benefit of TJJJ and Service Provider and to their representatives, successors, and assigns.

## **59. Sovereign Immunity**

The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the TJJJ or the State of Texas of any immunities from suit or from liability that the TJJJ or the State of Texas may have by operation of law.

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## **61. Specifications**

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJJ 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. Substitutions cannot be made without TJJJ prior approval. TJJJ will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Service Provider.

## **62. State Auditor's and TJJJ's Right to Audit**

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by Service Provider or any other entity or person directly under the contract or indirectly through a subcontract under the 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, Service Provider or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Service Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract 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 or contract issues, whichever is later. Service Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Service Provider's failure to comply with this provision shall constitute a material breach of this contract and shall authorize TJJD to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJD may require, at Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Service Provider. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this contract.

The contract 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 of the Texas Government Code.

### **63. Subcontractors**

Service Provider may not subcontract any or all of the work and/or obligations due under this contract without prior written approval of the TJJD. Subcontracts, if any, entered into by the Service Provider shall be in writing and be subject to the requirements of this contract. Should Service Provider subcontract any of the services required in this contract, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve Service Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this contract.

### **64. Survival**

Expiration or termination of the contract for any reason does not release Service Provider from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

### **65. Suspension and Debarment**

Service Provider certifies that it 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. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

## **66. Termination**

**Section 1:** Service Provider may terminate the contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJD.

**Section 2:** TJJD may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if TJJD terminates early. Upon termination under this provision, Service Provider shall refund to TJJD any amounts attributable to the terminated months within thirty (30) days of the termination.

**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/Breach:** If Service Provider fails to provide the goods or services contracted for according to the provisions of this contract, or fails to comply with any terms or conditions of this contract, TJJD may, upon written notice of default or breach to Service Provider, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this contract. 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 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 TJJD with respect to the enforcement of any of the remedies listed herein.

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## **68. Unfair Business Practices**

Service Provider represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Service Provider has not been found to be liable for such practices in such proceedings. Service Provider certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

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## **71. Use of Contract by Local and State Agencies**

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

This contract was competitively solicited, negotiated and awarded or directly awarded in accordance with applicable State of Texas purchasing statutes, rules, policies, and procedures. State agencies and local governments may use the prices shown in this contract to issue their

own contract or may negotiate lower rates based on the increase in capacity. Arrangements for delivery of services are contingent upon mutual agreement of the state agency or local government and Service Provider. The state agency's or local government's contract shall reference the TJJD's contract number and be sent directly to the Service Provider.

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

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

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

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

## EXHIBIT D

### Official GED Testing Center™ TERMS AND CONDITIONS

This Exhibit D, which is incorporated into the CONTRACT FOR GED Testing Program, Contract CON0001192 by and between GED Testing Service LLC (“GED Testing Service” or “GEDTS”) and the Texas Juvenile Justice Department (“TJJD”) with effective date June 1, 2021 (the “CON0001192”), describes the terms and conditions for an Official GED Testing Center™ and shall be coterminous with the CON0001192. Each party may be referred to as a “Party” and collectively the parties may be referred to as the “Parties.” Should these terms and conditions conflict with the terms and conditions of CON0001192, the latter controls.

TJJD shall oversee the administration of the paper version of the GED® test in the authorized sites identified and listed on Attachment A which is incorporated herein (“Authorized Sites”). TJJD represents and warrants it is duly authorized, empowered, and responsible for the management and supervision of the Authorized Sites, including but not limited to, personnel assigned to GED® test administration. TJJD is responsible for payment of the test fees for the GED® paper-based tests as agreed upon between the parties and set forth in the CON0001192’s Pricing Exhibit B. TJJD and the Authorized Sites shall comply with the requirements in the *GED® Test Program Policy Manual and its Exhibits* (the “Policy Manual”), which is hereby incorporated by reference. GED Testing Service reserves the right to modify the Policy Manual from time-to-time. TJJD shall require all personnel who have access to the GED® test sign the Test Security Memorandum and follow the procedures listed below:

- I. Upon returning the signed Test Security Memorandum to GED Testing Service, each Authorized Site will be authorized to work with GED Testing Service to schedule the use of GED® paper-based tests (“Tests”). Authorized Site staff will follow the test registration and scheduling procedures using GED Testing Service’s GED Manager application (“GED Manager”) as described in the Policy Manual. Each testing event will be scheduled in GED Manager on an as needed basis.
- II. The GED® test booklets and answer sheets will be produced and labeled for the specific individual test-taker for a scheduled testing event and then delivered to the Authorized Site where the testing event will take place the week before it is scheduled. Each individually labeled test booklet and answer sheet will be administered only to such named test-taker. Making copies of the GED® test booklets, or any portion thereof, is strictly prohibited. The used GED® test booklets and completed GED® answer sheets must be returned via a secure shipping company to GED Testing Service for scoring. Unused tests booklets may not be retained by the Authorized Site(s) or the TJJD for future use or disposed of in any manner. Any such unused test booklets must be returned to GED Testing Service in accordance with the secure shipping instructions described in the Policy Manual. Unless an exception has been expressly authorized by GED Testing Service in advance in writing, the Authorized Site is the only site where the individually labeled paper-based GED® test booklets may be administered to the Test-taker whose name appears on the booklet’s label.

- III. TJJD and each Authorized Site's GED Chief Examiner™, is responsible for the operation of this Authorized Site in accordance with the policies and procedures established by GED Testing Service in the Policy Manual and by the Texas Juvenile Justice Department, and shall comply with all of their requirements.

**ATTACHMENT A**  
Authorized Sites

Site: Evins Regional Juvenile Center  
Address: 3801 East Monte Cristo Road  
Edinburg, TX 78541  
Chief Examiner: Araceli Sanchez

Site: Gainesville State School  
Address: 1370 FM 678  
Gainesville, TX 76240  
Chief Examiner: Rhonda Knight

Site: McLennan County State Juvenile Correctional Facility  
Address: 116 Burleson Road  
Mart, TX 76664  
Chief Examiner: Louisteen Justice

Site: Ron Jackson State Juvenile Correctional Complex  
Address: 611 FM 3254  
Brownwood, Texas 76801  
Chief Examiners: Ta'ah Loven

Site: Giddings State School  
Address: 2261 James Turman Rd.  
P.O.Box 600  
Giddings, TX 78942  
Chief Examiner: Sydney Kubeczka

**EXHIBIT E**

**Testing Center Contract – McLennan County State Juvenile Correctional Facility**

<b>Contract Term: June 1, 2021 through August 31, 2024</b>
<b>Testing Center Name: McLennan County State Juvenile Correctional Facility</b>
<b>Center ID: 3000461307</b>
<b>Chief Examiners: Louisteen Justice</b>
<b>Address: 116 Burleson Road Mart, TX 76664</b>

This Official GED Testing Center™ Contract is made and entered into by and between GED Testing Service LLC (“GED Testing Service” or “GEDTS”), the above-named testing center (“Testing Center”) and the Texas Juvenile Justice Department (“TJJD”) as of the date signed by GED Testing Service below (the “Contract”) and shall continue for the Contract Term unless earlier terminated as provided herein. Each party may be referred to as a “Party” and collectively the parties may be referred to as the “Parties.” Should these terms and conditions conflict with the terms and conditions of CONTRACT FOR GED Testing Program, Contract CON0001192, the latter controls.

This Contract describes the terms and conditions under which GED Testing Service will allow the TJJD and Testing Center to administer a paper version of the GED® test in certain local/regional correctional facilities. TJJD is responsible for administration of the GED® testing program in each of the correctional facilities associated with TJJD and will operate in accordance with CON0001192 dated June 1, 2021 between GED Testing Service and the TJJD and the terms of this Contract. TJJD will also be responsible for the payment of the fees for the delivery of the GED® paper-based tests as agreed upon between the parties in the CON0001192 Pricing Exhibit B. This Contract is governed by, and the TJJD and Testing Center shall comply with GED Testing Service's policies and procedures which are contained in the *GED Testing Program Policy Manual and its Exhibits* (the “Policy Manual”), the terms and conditions of which are hereby incorporated by reference. GED Testing Service reserves the right to modify the Policy Manual from time-to-time. Testing Center shall ensure all personnel who have access to the GED® test sign the Test Security Memorandum and follow the procedures listed below:

- I. Upon signing and returning this Contract with the signed Test Security Memorandum to GED Testing Service, Testing Center will be authorized to work with GED Testing Service to schedule the use of GED® paper-based tests (“Tests”). Testing Center staff will follow the test registration and scheduling procedures using GED Testing Service’s GED Manager application (“GED Manager”) as described in the Policy Manual. Each testing event will be scheduled in GED Manager on an as needed basis.
  
- II. The GED® test booklets and answer sheets will be produced and labeled for the specific individual test-taker for a scheduled testing event and then delivered to the Testing Center where the testing event will take place the week before it is scheduled. Each individually labeled test booklet and answer sheet will be administered only to such named test-taker. Testing Center may not make any copies of the GED® test booklets, or any portion thereof. The used GED® test booklets and completed GED® answer sheets must be returned to

GED Testing Service for scoring via a secure shipping company. Unused tests booklets may not be retained by the Testing Center or the TJJD for future use or disposed of in any manner. Any such unused test booklets must be returned to GED Testing Service in accordance with the secure shipping instructions described in the Policy Manual. Unless an exception has been expressly authorized by GED Testing Service in advance in writing, the Testing Center is the only site where the individually labeled paper-based GED® test booklets may be administered to the Test-taker whose name appears on the booklet's label.

III. As the GED Chief Examiner™, I shall be responsible for the operation of this Testing Center in accordance with the policies and procedures established by GED Testing Service in the Policy Manual and by the Texas Juvenile Justice Department, and I agree to comply with all of their requirements.

SIGNED [Redacted] Louisteen Justice 7/7/2021  
Chief Examiner Date

IV. As the GED Chief Examiner™, I shall be responsible for the operation of this Testing Center in accordance with the policies and procedures established by GED Testing Service in the Policy Manual and by the Texas Juvenile Justice Department, and I agree to comply with all of their requirements.

SIGNED \_\_\_N/A\_\_\_  
Chief Examiner Date

V. As the Facility Director, I shall be responsible for ensuring that this Testing Center complies with all GED Testing Service policies and procedures including those set forth in the Policy Manual.

[Redacted] Curtis Hurst 7-7-21  
Facility Director [Redacted] Date 7/7/21  
*Craig Taylor*

VI. As Authorized Representative [Redacted] Texas Juvenile Justice Department, I shall be responsible for ensuring the integrity of the operation of the Testing Center and its staff as outlined in Sections I, II and III above.

[Redacted] Camille Cain 7/14/21  
Department Date  
Authorized Representative

VII. As the President and Chief Executive Officer of GED Testing Service, I have the authority to execute this Contract on behalf of GED Testing Service LLC.

SIGNED [Redacted] Vicki Greene 07/01/2021  
President and CEO Date

GED® is a registered trademark of the American Council on Education (ACE) and administered exclusively through GED Testing Service LLC under license.

**Official GED Testing Center™ Contract**

**for the**

**GED Test on Paper  
CON0001192 Exhibit F**

<b>Contract Term: July 1, 2020 through June 30, 2021</b>
<b>Testing Center Name: Gainesville State School</b>
<b>Center ID: 3000460720</b>
<b>Chief Examiner: Erica George</b>
<b>Address: 1370 FM 678 Gainesville, TX 76240</b>

This Official GED Testing Center™ Contract is made and entered into by and between GED Testing Service LLC (“GED Testing Service” or “GEDTS”), the above-named testing center (“Testing Center”) and the Texas Juvenile Justice Department (“TJJD”) as of the date signed by GED Testing Service below (the “Contract”). This Contract shall continue for the Contract Term unless earlier terminated as provided herein. Each party may be referred to as a “Party” and collectively the parties may be referred to as the “Parties.”

This Contract describes the terms and conditions under which GED Testing Service will allow the TJJD and Testing Center to administer a paper version of the GED® test in certain local/regional correctional facilities. TJJD is responsible for administration of the GED® testing program in each of the correctional facilities associated with TJJD and will continue to operate in accordance with the Memorandum of Understanding dated July 1, 2020 between GED Testing Service and the TJJD (“MOU”) and the terms of this Contract. TJJD will also be responsible for the payment of the fees for the delivery of the GED® paper based tests as agreed upon between the parties in the MOU’s Pricing Exhibit. This Contract is governed by, and the TJJD and Testing Center shall comply with GED Testing Service’s policies and procedures which are contained in the *GED Program Policy Manual and its Exhibits* (the “Policy Manual”), the terms and conditions of which are hereby incorporated by reference. GED Testing Service reserves the right to modify the Policy Manual from time-to-time. Testing Center shall ensure all personnel who have access to the GED® test sign the Test Security Memorandum and follow the procedures listed below:

- I. Upon signing and returning this Contract with the signed Test Security Memorandum to GED Testing Service, Testing Center will be authorized to work with GED Testing Service to schedule the use of GED® paper based tests (“Tests”). Testing Center staff will follow the test registration and scheduling procedures using GED Testing Service’s GED Manager application (“GED Manager”) as described in the Policy Manual. Each testing event will be scheduled in GED Manager on an as needed basis.
  
- II. The GED® test booklets and answer sheets will be produced and labeled for the specific individual test-taker for a scheduled testing event and then delivered to the Testing Center where the testing event will take place the week before it is scheduled. Each individually labeled test booklet and answer sheet will be administered only to such named test-taker. Testing Center may not make any copies of the GED® test booklets, or any portion thereof. The used GED® test booklets and completed GED® answer sheets must be returned to GED Testing Service for scoring via a secure shipping company. Unused tests booklets may not be retained by the Testing Center or the TJJD for future use or disposed of in any manner. Any such unused test booklets

manner. Any such unused test booklets must be returned to GED Testing Service in accordance with the secure shipping instructions described in the Policy Manual. In an exception which has been expressly authorized by GEDTS for this Official GED Testing Center Contract, the Testing Center and TJJJ's McFadden Ranch facility at the location listed in Attachment A ("Authorized Site"), incorporated hereto, are the sites under this Official GED Testing Center where the individually labeled paper-based GED® test booklets may be administered to the Test-taker whose name appears on the booklet's label. Unless another exception is expressly authorized by GED Testing Service in advance in writing, these two locations are the only sites where the GED® test booklets may be administered to the Test-taker whose name appears on the booklet's label.

- III. As the GED Chief Examiner™, I shall be responsible for the operation of this Testing Center and the Authorized Site in accordance with the policies and procedures established by GED Testing Service in the Policy Manual and by the Texas Juvenile Justice Department, and I agree to comply with all of their requirements.

SIGNED  Rhonda Knight 7-7-21  
Chief Examiner Date

- IV. As the Facility Director, I shall be responsible for ensuring that this Testing Center and the Authorized Site comply with all GED Testing Service policies and procedures including those set forth in the Policy Manual.

SIGNED  Eric LeJeune 7-7-21  
Facility Director Date

- V. As Authorized Representative for the Texas Juvenile Justice Department, I shall be responsible for ensuring the integrity of the operation of the Testing Center, the Authorized Site and the staff at each location as outlined in Sections I, II and III above.

SIGNED  Camille Cain 7/14/21  
Texas Juvenile Justice Department Date  
Authorized Representative

- VI. As the President and Chief Executive Officer of GED Testing Service, I have the authority to execute this Contract on behalf of GED Testing Service LLC.

SIGNED  Vicki Greene 07/01/2021  
President and CEO Date

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**Official GED Testing Center™ Contract**

**for the**

**GED Test on Paper  
CON0001192 Exhibit G**

<b>Contract Term: July 1, 2020 through June 30, 2021</b>
<b>Testing Center Name: Lone Star West High School Ron Jackson State Juvenile Correctional Complex I</b>
<b>Chief Examiner: Ta'ah Loven</b>
<b>Address:</b> [REDACTED]

This Official GED Testing Center™ Contract is made and entered into by and between GED Testing Service LLC (“GED Testing Service” or “GEDTS”), the above-named testing center (“Testing Center”) and the Texas Juvenile Justice Department (“TJJD”) as of the date signed by GED Testing Service below (the “Contract”) and shall continue for the Contract Term unless earlier terminated as provided herein. Each party may be referred to as a “Party” and collectively the parties may be referred to as the “Parties.”

This Contract describes the terms and conditions under which GED Testing Service will allow the TJJD and Testing Center to administer a paper version of the GED® test in certain local/regional correctional facilities. TJJD is responsible for administration of the GED® testing program in each of the correctional facilities associated with TJJD and will continue to operate in accordance with the Memorandum of Understanding dated July 1, 2020 between GED Testing Service and the TJJD (“MOU”) and the terms of this Contract. TJJD will also be responsible for the payment of the fees for the delivery of the GED® paper based tests as agreed upon between the parties in the MOU’s Pricing Exhibit. This Contract is governed by, and the TJJD and Testing Center shall comply with GED Testing Service’s policies and procedures which are contained in the *GED Program Policy Manual* (the “Policy Manual”), the terms and conditions of which are hereby incorporated by reference. GED Testing Service reserves the right to modify the Policy Manual from time-to-time. Testing Center shall ensure all personnel who have access to the GED® test sign the Test Security Memorandum and follow the procedures listed below:

- I. Upon signing and returning this Contract with the signed Test Security Memorandum to GED Testing Service, Testing Center will be authorized to work with GED Testing Service to schedule the use of GED® paper based tests (“Tests”). Testing Center staff will follow the test registration and scheduling procedures using GED Testing Service’s GED Manager application (“GED Manager”) as described in the Policy Manual. Each testing event will be scheduled in GED Manager on an as needed basis.
  
- II. The GED® test booklets and answer sheets will be produced and labeled for the specific individual test-taker for a scheduled testing event and then delivered to the Testing Center where the testing event will take place the week before it is scheduled. Each individually labeled test booklet and answer sheet will be administered only to such named test-taker. Testing Center may not make any copies of the GED® test booklets, or any portion thereof. The used GED® test booklets and completed GED® answer sheets must be returned to GED Testing Service for scoring via a secure shipping company. Unused tests booklets may not be retained by the Testing Center or the TJJD for future use or disposed of in any manner. Any such unused test booklets must be returned to GED Testing Service in accordance with the secure shipping instructions

may not be retained by the Testing Center or the TJJD for future use or disposed of in any manner. Any such unused test booklets must be returned to GED Testing Service in accordance with the secure shipping instructions described in the Policy Manual. Unless an exception has been expressly authorized by GED Testing Service in advance in writing, the Testing Center is the only site where the individually labeled paper-based GED® test booklets may be administered to the Test-taker whose name appears on the booklet's label.

III. As the GED Chief Examiner™, I shall be responsible for the operation of this Testing Center in accordance with the policies and procedures established by GED Testing Service in the Policy Manual and by the Texas Juvenile Justice Department, and I agree to comply with all of their requirements.

SIGNED  Ta'ah Loven 7/15  
Chief Examiner Date

IV. As the Facility Director, I shall be responsible for ensuring that this Testing Center complies with all GED Testing Service policies and procedures including those set forth in the Policy Manual.

SIGNED  Helen Spearman 7/15/21  
Facility Director Date

325-641-4245  
Phone Number

V. As Authorized Representative for the Texas Juvenile Justice Department, I shall be responsible for ensuring the integrity of the operation of the Testing Center and its staff as outlined in Sections I, II and III above.

SIGNED  Camille Cain 7/16/21  
Texas Juvenile Justice Department Date  
Authorized Representative

VI. As the President and Chief Executive Officer of GED Testing Service, I have the authority to execute this Contract on behalf of GED Testing Service LLC.

SIGNED  Vicki Greene 07/01/2021  
President and CEO Date

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## Exhibit H

### Testing Center Contract – Giddings State School

<b>Contract Term: June 1, 2021 through August 31, 2024</b>
<b>Testing Center Name: Giddings State School</b>
<b>Center ID: 3000460775</b>
<b>Chief Examiner: Sydney Kubeczka</b>
<b>Address: 2261 James A Turman Road Giddings, TX 78942</b>

This Official GED Testing Center™ Contract is made and entered into by and between GED Testing Service LLC ("GED Testing Service" or "GEDTS"), the above-named testing center ("Testing Center") and the Texas Juvenile Justice Department ("TJJJ") as of the date signed by GED Testing Service below (the "Contract") and shall continue for the Contract Term unless earlier terminated as provided herein. Each party may be referred to as a "Party" and collectively the parties may be referred to as the "Parties." Should these terms and conditions conflict with the terms and conditions of CONTRACT FOR GED Testing Program, Contract CON0001192, the latter controls.

This Contract describes the terms and conditions under which GED Testing Service will allow the TJJJ and Testing Center to administer a paper version of the GED® test in certain local/regional correctional facilities. TJJJ is responsible for administration of the GED® testing program in each of the correctional facilities associated with TJJJ and will operate in accordance with the CON0001192 dated June 1, 2021 between GED Testing Service and the TJJJ ("CON0001192") and the terms of this Contract. TJJJ will also be responsible for the payment of the fees for the delivery of the GED® paper-based tests as agreed upon between the parties in the CON0001192's Pricing Exhibit B. This Contract is governed by, and the TJJJ and Testing Center shall comply with GED Testing Service's policies and procedures which are contained in the *GED Program Policy Manual and its Exhibits* (the "Policy Manual"), the terms and conditions of which are hereby incorporated by reference. GED Testing Service reserves the right to modify the Policy Manual from time-to-time. Testing Center shall ensure all personnel who have access to the GED® test sign the Test Security Memorandum and follow the procedures listed below:

- I. Upon signing and returning this Contract with the signed Test Security Memorandum to GED Testing Service, Testing Center will be authorized to work with GED Testing Service to schedule the use of GED® paper-based tests ("Tests"). Testing Center staff will follow the test registration and scheduling procedures using GED Testing Service's GED Manager application ("GED Manager") as described in the Policy Manual. Each testing event will be scheduled in GED Manager on an as needed basis.
- II. The GED® test booklets and answer sheets will be produced and labeled for the specific individual test-taker for a scheduled testing event and then delivered to the Testing Center where the testing event will take place the week before it is scheduled. Each individually labeled test booklet and answer sheet will be administered only to such named test-taker. Testing Center may not make any copies of the GED® test booklets, or any portion thereof. The used GED® test booklets and completed GED® answer sheets must be returned to

GED Testing Service for scoring via a secure shipping company. Unused tests booklets may not be retained by the Testing Center or the TJJD for future use or disposed of in any manner. Any such unused test booklets must be returned to GED Testing Service in accordance with the secure shipping instructions described in the Policy Manual. Unless an exception has been expressly authorized by GED Testing Service in advance in writing, the Testing Center is the only site where the individually labeled paper-based GED® test booklets may be administered to the Test-taker whose name appears on the booklet's label.

- III. As the GED Chief Examiner™, I shall be responsible for the operation of this Testing Center in accordance with the policies and procedures established by GED Testing Service in the Policy Manual and by the Texas Juvenile Justice Department, and I agree to comply with all of their requirements.

SIGNED [Redacted] Sydney Kubeczka 7/7/21  
Chief Examiner Date

- IV. As the Facility Director, I shall be responsible for ensuring that this Testing Center complies with all GED Testing Service policies and procedures including those set forth in the Policy Manual.

SIGNED [Redacted] Dennis Smith 07/08/2021  
Facility Director Date

(979) 542-4522

- V. As Authorized Representative for the Texas Juvenile Justice Department, I shall be responsible for ensuring the integrity of the operation of the Testing Center and its staff as outlined in Sections I, II and III above.

SIGNED [Redacted] Camille Cain 7/14/21  
Texas Juvenile Justice Department Date  
Authorized Representative

- VI. As the President and Chief Executive Officer of GED Testing Service, I have the authority to execute this Contract on behalf of GED Testing Service LLC.

SIGNED [Redacted] Vicki Greene 07/01/2021  
President and CEO Date

GED® is a registered trademark of the American Council on Education (ACE) and administered exclusively through GED Testing Service LLC under license.

# Official GED Testing Center™ Contract

for the

## GED Test on Paper CON0001192 Exhibit I

<b>Contract Term: July 1, 2020 through June 30, 2021</b>
<b>Testing Center Name: Evins Regional Juvenile Center</b>
<b>Center ID: 3000460626</b>
<b>Chief Examiner: Araceli Sanchez</b>
<b>Address: 3801 East Monte Cristo Road Edinburg, TX 78541</b>

This Official GED Testing Center™ Contract is made and entered into by and between GED Testing Service LLC (“GED Testing Service” or “GEDTS”), the above-named testing center (“Testing Center”) and the Texas Juvenile Justice Department (“TJJD”) as of the date signed by GED Testing Service below (the “Contract”) and shall continue for the Contract Term unless earlier terminated as provided herein. Each party may be referred to as a “Party” and collectively the parties may be referred to as the “Parties.”

This Contract describes the terms and conditions under which GED Testing Service will allow the TJJD and Testing Center to administer a paper version of the GED® test in certain local/regional correctional facilities. TJJD is responsible for administration of the GED® testing program in each of the correctional facilities associated with TJJD and will continue to operate in accordance with the Memorandum of Understanding dated July 1, 2020 between GED Testing Service and the TJJD (“MOU”) and the terms of this Contract. TJJD will also be responsible for the payment of the fees for the delivery of the GED® paper based tests as agreed upon between the parties in the MOU’s Pricing Exhibit. This Contract is governed by, and the TJJD and Testing Center shall comply with GED Testing Service’s policies and procedures which are contained in the *GED Program Policy Manual* (the “Policy Manual”), the terms and conditions of which are hereby incorporated by reference. GED Testing Service reserves the right to modify the Policy Manual from time-to-time. Testing Center shall ensure all personnel who have access to the GED® test sign the Test Security Memorandum and follow the procedures listed below:

- I. Upon signing and returning this Contract with the signed Test Security Memorandum to GED Testing Service, Testing Center will be authorized to work with GED Testing Service to schedule the use of GED® paper based tests (“Tests”). Testing Center staff will follow the test registration and scheduling procedures using GED Testing Service’s GED Manager application (“GED Manager”) as described in the Policy Manual. Each testing event will be scheduled in GED Manager on an as needed basis.
- II. The GED® test booklets and answer sheets will be produced and labeled for the specific individual test-taker for a scheduled testing event and then delivered to the Testing Center where the testing event will take place the week before it is scheduled. Each individually labeled test booklet and answer sheet will be administered only to such named test-taker. Testing Center may not make any copies of the GED® test booklets, or any portion thereof. The used GED® test booklets and completed GED® answer sheets must be returned to GED Testing Service for scoring via a secure shipping company. Unused tests booklets may not be retained by the Testing Center or the TJJD for future use or disposed of in any manner. Any such unused test booklets must be returned to GED Testing Service in accordance with the secure shipping instructions described in the Policy Manual. Unless an exception has been expressly authorized by GED

accordance with the secure shipping instructions described in the Policy Manual. Unless an exception has been expressly authorized by GED Testing Service in advance in writing, the Testing Center is the only site where the individually labeled paper-based GED® test booklets may be administered to the Test-taker whose name appears on the booklet's label.

III. As the GED Chief Examiner™, I shall be responsible for the operation of this Testing Center in accordance with the policies and procedures established by GED Testing Service in the Policy Manual and by the Texas Juvenile Justice Department, and I agree to comply with all of their requirements.

SIGNED  Araceli Sanchez 7/7/21  
Chief Examiner Date

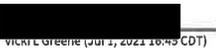
IV. As the Facility Director, I shall be responsible for ensuring that this Testing Center complies with all GED Testing Service policies and procedures including those set forth in the Policy Manual.

SIGNED  Steve Van Nest 7/7/21  
Facility Director Date

V. As Authorized Representative for the Texas Juvenile Justice Department, I shall be responsible for ensuring the integrity of the operation of the Testing Center and its staff as outlined in Sections I, II and III above.

SIGNED  Camille Cain 7/14/21  
Texas Juvenile Justice Department Date  
Authorized Representative

VI. As the President and Chief Executive Officer of GED Testing Service, I have the authority to execute this Contract on behalf of GED Testing Service LLC.

SIGNED  Vicki Greene 07/01/2021  
President and CEO Date

GED® is a registered trademark of the American Council on Education (ACE) and administered exclusively through GED Testing Service LLC under license.