

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**CONTRACT FOR
FITNESS FOR DUTY EVALUATION
CONTRACT NUMBER CON0001318**

This contract is effective **August 1, 2021**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and [REDACTED] hereinafter **Service Provider**, for the purpose of providing Fitness for Duty evaluation for TJJD. This Contract expires on May 31, 2023.

This contract is made and entered into under the authority of Title 12 of the Texas Human Resources Code, for the mutual considerations described herein.

This Agreement is composed of the following documents:

1. This contract, including all exhibits/attachments;
2. Request for Proposal (RFP) #644-21-111920, and all RFP addendum(s), hereby incorporated by reference; and
3. Service Provider's proposal received on March 11, 2021, all hereby incorporated by reference.
4. BAFO Exhibit B-Price Form received April 5, 2021; all hereby incorporated by reference.

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

SECTION I: CONTRACT TERM

This contract consists of an initial term of one-year effective **August 1, 2021, though May 31 2023, with two (2), two (2) year renewal options terms**. Prior to expiration of the original term, TJJD has the option to renew the contract, at its discretion. Renewals will be agreed upon by both parties in writing by contract amendment. Any renewal(s) shall be at the same terms and conditions stated in the contract.

SECTION II: SERVICE PROVIDER

SCOPE: The Service Provider will complete a FFDE formal, specialized examination for TJJD employees that results from (1) objective evidence that the employee may be unable to safely or effectively perform a job duty, and/or (2) a reasonable basis for believing that the cause may be attributable to a medical condition or impairment. The condition or impairment can be physical or psychological. The central purpose of an FFDE is to determine whether the employee is able to safely and effectively perform his or her essential job functions.

This contract is for TJJD employees statewide. This service is on an as-needed basis

with no guaranteed quantities

1 Service Provider Requirements:

The FFDE formal, specialized examination shall include the following process:

- a. Service Provider is required to develop an evaluation criteria checklist for the supervisor to complete that will let TJJJ know if a FFDE is needed or not.
- b. In the course of conducting the FFDE evaluation, the FFDE evaluator may ask the TJJJ employee/examinee to provide additional medical/psychological treatment records and other data for the FFDE evaluator to consider in addition to the documentation provided by TJJJ. When some portion of the information requested by an FFDE evaluator is unavailable or is withheld by the employee, the FFDE evaluator must judge the extent to which the absence of such information may limit the reliability or validity of his or her findings and conclusions.
- c. Possible questions to be addressed by the FFDE evaluator to the TJJJ employee include but are not limited to:
 1. Return to Duty
 2. Return to duty with medical or mental health intervention
 3. Return to different duty
 4. Re-evaluate after medical leave and medical or mental health intervention
 5. Not fit for any duty
- d. During the FFDE evaluation, TJJJ is the FFDE evaluator's client, not the employee. The TJJJ employee will be requested to give written authorization to the FFDE evaluator to release his/her findings and opinions to TJJJ. If such authorization is denied, or if it is withdrawn once the examination commences, the TJJJ employee will have failed to comply with the direct order to fully cooperate with and participate in the evaluation.
- e. The FFDE evaluator will provide a written report to TJJJ that will be maintained in the custody of TJJJ Human Resources (HR) when a psychological FFDE is conducted. The report will be reviewed by HR, Office of General Counsel (OGC) and the TJJJ employee's chain of command, as appropriate.
- f. Findings may include that the employee is unfit for unrestricted duty or that the employee be assigned to limited duty and re-evaluated after a period of time, typically at the termination of a course of treatment. The FFDE evaluator may be asked to provide an opinion regarding necessary work restrictions, accommodations, interventions, or causation. However, TJJJ will make the final decision whether the recommended restriction or accommodation is reasonable for the specific case.

g. Service Provider Work Plan:

The process of conducting a Fitness for Duty Evaluation (FFDE) begins long before the TJJJ employee enters the office of the Service Provider for the evaluation. The Service Provider would need to secure the policies and procedures of the agency defining the purpose and requirements of the Fitness for Duty Evaluation. It is assumed the agency has done their due diligence to outline the liabilities/risk (positive and/or negative) of the TJJJ employee prior to making the referral to the Service Provider. The referral should provide a clear and concise statement to the reasons believed the FFDE is appropriate for the TJJJ employee. The reason(s) for the referral should be specific and only include current problems associated with the TJJJ employee's behavior that can be supported with recorded observations from those directly associated with the TJJJ employee.

The Service Provider would require a seven (7) business day minimum to engage in the documentary examination phase prior to scheduling the FFDE. This would allow the Service Provider the opportunity to analyze the job-related complaints in order to clarify any issues prior to the TJJJ employee presenting for the FFDE. Issues may include administrative and/or clinical conflicts of interest. If the agency has a contrasting timeframe for the documentary examination phase, the timeframe should be clearly stated and outlined in the contract or referral in the cases where there is an escalated need for the FFDE.

The TJJJ employee should be informed in writing about the need for the FFDE. The letter may include a general written summary noting the reason(s) for the referral, any preestablished violations of agency regulations that may have been known prior to the referral, the location of the Service Provider's office, as well as the precise appearance time for the FFDE. The letter may also include informing the TJJJ employee that information pertaining to his/her ability to perform his/her essential job duties or any information that may indicate danger or risk to the agency, fellow employees, and the public and his need to give informed consent for the FFDE. If cases where the client refuses to cooperate with the agency's request of the FFDE, alternative procedures need to clearly written letter of referral. Third-party observations are not encouraged and may result in the Service Provider refusing to complete the FFDE; however, there may be extenuating circumstances that allow for third-party observations. Limitations and/or guidelines pertaining to the third-party should be outlined prior to the FFDE. To reduce the potential for the denial of reported information after the conclusion of the FFDE, the Service Provider may audio and/or video record the entire FFDE. The Service Provider should demonstrate clearly that the TJJJ employee verbally acknowledged, was aware of, and agreed to the recording of the interview. This agreement should be in writing and a part of the actual recording, with the Service Provider asking the TJJJ employee to verbally acknowledge, while being recorded, that he or she understands that such a recording is being made and that he or she agrees to the procedure.

On the day of the evaluation, the TJJJ employee will present his photo identification card that will be examined, photocopied, and maintained in the TJJJ employee's file. The purpose and function of the evaluation shall be explained to the TJJJ employee

and the Service Provider will answer any questions the TJJD employee may have prior to the evaluation. The Service Provider will read aloud all consent related documents to the TJJD employee as the TJJD employee reads the identical document alongside the Service Provider so that the Service Provider can be certain the TJJD employee understands his or her rights. TJJD employee will sign all individual written documents outlining the rules of the FFDE and verifying that the TJJD employee understands and accepts all the information contained in the written documents. Once all necessary documents are signed and collected, the Service Provider will proceed with the FFDE.

If Service Provider determines client is not fit for duty, then Service Provider will notify TJJD by email and phone no later than three (3) working days after the evaluation has been conducted. Service Provider will provide a finalized written report of findings to TJJD within 10 working days of evaluation. The report will be written in a manner that individuals who may not be knowledgeable of the psychological jargon will be able to read the report and gain an understanding of the reasons of evaluation, the general findings, and conclusions.

The services will include the following:

1. Job Analysis - Psychologist (i.e., Service provider) will obtain information about the required duties, responsibilities, working conditions, job-related complaints, and other psychologically relevant job characteristics from the agency prior to the beginning of the FFDE.
2. Disclosure - (a) the limits of confidentiality; (b) the nature and objectives of the evaluation; (c) the intended recipients; (d) a statement that the agency is the requesting the TJJD employee participate in the FFDE; and (e) probably uses of the evaluation and the information obtained. The disclosure will be documented in writing and signed by the applicant.
3. A written psychological test battery relevant to the purpose of the evaluation will be administered to the TJJD employee. The TJJD employee will be administered a variety of assessment instruments (e.g., personality, psychopathology, cognitive, specialized) appropriate to the referral question. The assessment instruments will have documented reliability, validity, and other empirical evidence supporting their use in the evaluation of the TJJD employee.
4. Clinical Interview - A individual face-to-face interview with the TJJD employee will be conducted before a final determination of the TJJD employee's psychological suitability is made. The purpose of the interview is to provide relevant interpersonal and mental status information about the candidate; and to confirm and/or clarify test scores, personal history, and related information collected during the FFDE. Information regarding the applicant's relevant history (e.g., school, work, interpersonal, family, legal, financial, substance use, mental health) will be collected and integrated with psychological test and interview data in a standardized manner.

5. Follow-Up - Collaborative efforts by the agency and examiner will be made to continually assess the accuracy of final suitability determinations. Findings will be based on established scientific and professional knowledge sufficient to substantiate the procedures, conclusions, and recommendations. Psychologist (i.e., Service Provider) will be prepared to defend such procedures, conclusions, and recommendations if a decision based on FFDE findings were challenged.

2. Licenses/Certifications: The Service Provider must have one or more of the following Licenses and/or Certifications to perform the services described in this RFP:

- a) Licensed Psychologist (LP)
- b) Provisionally Licensed Psychologist (PLP)
- c) Licensed Psychological Associate (LPA)
- d) Licensed Professional Counselor (LPC)
- e) Licensed Specialist in School Psychology (LSSP)
- f) Licensed Clinical Social Worker (LCSW)

Service providers staff included in this contract to provide services are listed below:

- 1. Eboni Butler, PsyD: Licensed Psychologist/Owner

3. Travel: Service Provider has preference on whether or not they prefer to do the evaluation in person or virtually. If done in person, reasonable travel expenses can be claimed in the contract.

Service provider should include a statement of good standing from their licensing body.

4. Proof of required certifications and or Licenses:

5. Invoices

Service Provider will submit invoices to TJJD Claims Department via email at tjjdinvoice@tjjd.texas.gov on invoices bearing Service Provider's name, address, and TJJD contract number. Invoices will be submitted not less than thirty (30) days prior to the payment due date. Invoices will be paid in accordance with Chapter 2251 of the Texas Government Code.

SECTION III TJJD

The not-to-exceed amount for this contact is **\$25,000.00 (twenty-five thousand dollars)** for the contract term. Payments will be made in accordance with Chapter 2251 of the Texas Government Code.

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; and to Service Provider at **4031 Forest Teal Court, Fresno TX 77545**. The following is additional contact information for purposes of this contract:

Service Provider Contact for the Contract:	TJJD Contact for the Contract:
Name: Eboni Butler	Name: Emily Anderson
Phone: 832-754-7268	Phone: 512-490-7652
Email: ebutler@butlerpsych.com	Email: Emily.Anderson@TJJD.Texas.Gov

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

For the Texas Juvenile Justice Department:

[Redacted Signature]

Camille Cain, Executive Director

8/19/21

Date

For Service Provider:

[Redacted Signature]

Signature

Ebon T. Butler, Psy.D

Printed Name

08/14/2021

Date

**ATTACHMENT 1
FITNESS FOR DUTY POLICY
FITNESS FOR DUTY EVALUATION**

Texas Juvenile Justice Department (TJJD) employees have a responsibility to maintain the physical and psychological health required to carry out their job duties. The Executive Director or his/her designee, has the authority to require that a TJJD employee submit to a fitness for duty evaluation (FFDE). When an employee is required to undergo a FFDE, the evaluation will be at TJJD's expense and will be conducted by a qualified evaluator chosen by TJJD.

A FFDE is a formal, specialized examination of an incumbent employee that results from (1) objective evidence that the employee may be unable to safely or effectively perform a defined job, and (2) a reasonable basis for believing that the cause may be attributable to a medical condition or impairment. The condition or impairment may be physical or psychological. The central purpose of an FFDE is to determine whether the employee is able to safely and effectively perform his or her essential job functions.

A FFDE should only be requested when other avenues of appropriate TJJD supervisory and managerial practice have been unsuccessful in addressing the problem performance behavior in question. The FFDE is not to be used as a substitute for disciplinary action.

A Psychological FFDE is not an appropriate response when the supervisor believes that the employee presents a threat of imminent danger to self or others due to a psychological condition or impairment. Such cases require an emergency psychiatric evaluation.

TJJD mental health professionals are not conducting a psychological FFDE when meeting with TJJD employees in the context of a critical incident and will not render a fitness for duty opinion. A request for a psychological FFDE following a critical incident should only be made if there exists objective evidence that the employee may be unable to safely or effectively perform a defined job due to suffering a psychological condition or impairment as a result of the incident.

An employee's supervisor may request through the chain of command that the Executive Director order a FFDE when there is an objective and reasonable basis for believing that the employee may be unable to safely and/or effectively perform his or her duties due to a medical condition or impairment. An objective basis is one that is not merely speculative but derives from direct observation, credible third-party report, or other reliable evidence.

When requesting a FFDE, the supervisor and others in the employee's chain of command, will prepare a file containing documentation to justify and support the FFDE request. The file should contain a description of the objective evidence giving rise to concerns about the employee's fitness for duty; a summary of any supervisory interventions initiated by the supervisor in an attempt to address the problem behavior exhibited by the employee; and the effect of those interventions on the employee's job performance and problem behavior. The file should also include documentation of the employee's work history in the current position including a summary of performance evaluations; commendations and testimonials; investigations; formal citizen/public complaints; use-of-force incidents; civil claims; and disciplinary actions. Finally, the file should contain a description of the potential harm envisioned to

befall the employee, co-workers, and/or the public if the employee continues in the current job position

If the employee has been on medical leave, or has been on restricted duty, due to a medical condition that is prompting and/or related to the FFDE request, a summary of the documentation requiring the leave or restricted duty should be included in the FFDE file prepared to support the request. In most cases documentation for medical leave purposes or restricted duty should be on file with the Human Resources Management. In some cases, it will be in TJJJ's interest to request the FFDE as a second opinion when an employee is cleared to return to duty after a period of medical leave or restricted duty due to a medical condition, by the employee's own health care professional.

The request and supporting documentation will be reviewed by the Human Resources Management. If the request is for a psychological FFDE, the TJJJ Medical Director will review the file and supporting documentation as well. If a fitness for duty evaluation appears to be indicated, this recommendation will be made to the employee's chain of command by the HR reviewer and/or the TJJJ Medical Director. In consultation with the chain of command, HR, and/or the TJJJ Medical Director, the specific questions to be addressed by the evaluator conducting the FFDE will be determined and prepared in letter form by the supervisor. Possible questions to be addressed by the evaluator include:

1. Return to Duty
2. Return to duty with medical or mental health intervention
3. Return to different duty
4. Re-evaluate after medical leave and medical or mental health intervention
5. Not fit for any duty

The file containing the documentation justifying the FFDE along with the letter identifying the questions to be addressed by the evaluator will be provided to the evaluator prior to conducting the FFDE.

The employee will receive a letter from the Executive Director ordering the employee to participate, and fully cooperate, in the FFDE. The letter will include the date, time, and location of the FFDE and the name and credentials of the professional conducting the evaluation.

TJJJ will identify and contract with appropriately qualified licensed psychologists or psychiatrists for psychological FFDEs. For other medical FFDEs the evaluator will be chosen by the Human Resources Section.

In the course of conducting the FFDE, the examiner may ask the examinee to provide additional medical/psychological treatment records and other data for the examiner to consider in addition to the documentation provided by TJJJ. When some portion of the information requested by an examiner is unavailable or is withheld by the employee, the examiner must judge the extent to which the absence of such information may limit the reliability or validity of his or her findings and conclusions.

During the FFDE process, TJJJ is the examiner's client, not the employee. The employee will be requested to give written authorization to the examiner to release his/her findings and opinions to TJJJ. If such authorization is denied, or if it is withdrawn once the examination commences, the employee will have failed to comply with the direct order to fully cooperate with and participate in the evaluation.

The examiner will provide a written report to TJJJ that will be maintained in the custody of the Human Resources, or with the TJJJ Medical Director, when a psychological FFDE is conducted. The report will be reviewed by HR and/or the TJJJ Medical Director, Office of General Counsel and the employee's chain of command, as appropriate.

Findings may include that the employee is unfit for unrestricted duty or that the employee be assigned to restricted duty and re-evaluated after a period of time, typically at the termination of a course of treatment. The examiner may be asked to provide an opinion regarding necessary work restrictions, accommodations, interventions, or causation. However, whether or not a recommended restriction or accommodation is reasonable for the specific case is a determination to be made by TJJJ.

When TJJJ has requested the FFDE as a second opinion to that given by another health care professional, TJJJ will consider the relative merit of any conflicting findings or recommendations based upon an assessment of differences in the professionals' areas of expertise and knowledge of the employee's job and work environment; the objective bases for each opinion; and whether the opinion is contradicted by information known to or observed by TJJJ.

EXHIBIT A

EXECUTION OF OFFER

NOTE: RESPONDENT SHALL COMPLETE AND RETURN THIS EXHIBIT WITH PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, Respondent certifies that:

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

Respondent understands that any terms and conditions attached to this response will not be considered unless specifically referred to in the response. Respondent has disclosed in writing to TJJJD all existing or potential conflicts of interest relative to the performance of the contract. If a Texas address is shown as the address of the Respondent on this response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

Respondent 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 submitted response. Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of this state, codified in Texas Business and Commerce Code Chapter 15, or federal antitrust laws, nor communicated directly or indirectly the contents of the Offer made to any competitor or any other person engaged in such line of business.

Under Section 2155.006(b) and 2261.053 of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other natural disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other natural disaster occurring after September 24, 2005. Under Section 2155.006 and 2261.053, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that any contract (resulting from this SOW) may be terminated and payment withheld if this certification is inaccurate.

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

Under Section 2155.0061, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 231.006, Family Code, the vendor or applicant [Respondent] 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. Section 231.006 relates to child support obligations and Respondent and any other individual or business entity named in this proposal are eligible to receive the specified payment and acknowledge that the contract may be terminated and payment withheld if this certification is inaccurate.

The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response.

Name: Eboni Tiana Butler Social Security Number: [REDACTED]
Name: _____ Social Security Number: _____
Name: _____ Social Security Number: _____

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.

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

Respondent 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.

Respondent 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>.

Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. Respondent also certifies by signature that it is not ineligible to receive the contract pursuant to Section 2252.152 of the Texas Government Code which prohibits TJJJD 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. Under Section 2155.0061, Government Code, the vendor [Respondent] 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.

Respondent agrees that any payments due under the contract will be applied towards any debt Respondent owes to the State of Texas, including, but not limited to, delinquent taxes, delinquent student loan payments, and unpaid child support payments.

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this Offer.

Under Texas Government Code Section 2252.908, TJJJD may not enter into certain contracts with a business entity unless the business entity, in accordance with Section 2252.908 and rules adopted by the Texas Ethics Commission (TEC), submits a disclosure of interested parties to TEC and TJJJD

prior to the time the business entity submits the signed contract to TJJJ. The law applies only to a contract that either (1) requires an action or vote by TJJJ's board before the contract may be signed; or (2) has a value of at least \$1 million. The law defines "interested party" as "a

person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity." Prior to signing a contract of the type described by Section 2252.908, the respondent selected for award of a contract shall comply with the requirements of Section 2252.908. TEC developed a Certificate of Interested Parties form (Form 1295), administrative rules (Texas Administrative Code Title 1, Chapter 46), and an electronic filing application to implement the law. Business entities must use TEC's application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with TJJJ. TJJJ will then notify TEC, using TEC's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract becomes binding on all parties. TEC will post the completed Form 1295 to its website within seven business days after receiving notice from TJJJ. More information can be found on TEC's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

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 the Respondent 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, the Respondent 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. Respondent 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.

Respondent certifies that it has not been an employee of TJJJ within the last twelve (12) months.

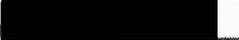
RESPONDENT (COMPANY): BUTLER Psychological Group PLLC
SIGNATURE (INK): 
NAME (TYPED/PRINTED) Eboni T. Butler
TITLE: Licensed Psychologist/Owner DATE: 02/08/2021
EMAIL ADDRESS: ebutler@butlerpsych.com
STREET: 4021 Forest Trail Court
CITY/STATE/ZIP: Fresno, TX 77546
TELEPHONE AND FACSIMILE NO.: 832-754-7265 / 832-356-9449, 832-649-6224-Fax
PAYEE IDENTIFICATION NUMBER: _____ or
FEDERAL TAXPAYER IDENTIFICATION NUMBER 

EXHIBIT B - PRICE FORM

832-386-9449 - Office. 832-649-8624 - Fax.

ebutler@butlerpsychologicalgroup.com



2 EXHIBIT B

FFDE EVALUATION PRICE FORM (ATTACHMENT)

Reference: Fitness for Duty Evaluation (FFDE)

RFO No: 644-21-111920

Having carefully examined all the specifications and requirements of this Request for Proposal; (RFP) and any attachments thereto, the Respondent (Butler Psychological Group, PLLC) proposes to furnish the evaluation services required pursuant to this RFP.

Pricing for Services Offered (Price will be firm fixed price)

TJJD is requesting Respondents to provide a price per evaluation and an explanation of how they arrived at that rate.

FFDE Service	Number of Hours/Hourly Rate	Cost
<ul style="list-style-type: none">Record ReviewMeeting with the ClientPsychological Evaluation (Assessment)Report Writing	0.50 hrs @ \$100/hr 2.50 hrs @\$150/hr 1.50 hrs @\$150/hr 2.00 hrs @\$150/hr	\$50.00 \$375.00 \$225.00 \$300.00
Any additional cost not noted above. (List and note if one-time cost or cost per assessment.)	Not Applicable	Not Applicable
TOTAL COST PER FFDE		\$950

Best and Final Offer – 04/05/2021