

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

CONTRACT BETWEEN
THE TEXAS JUVENILE JUSTICE DEPARTMENT
AND
NOBLE SOFTWARE GROUP
FOR
JUVENILE ASSESSMENT SYSTEM
CON0001651

This Contract is by and between the **Texas Juvenile Justice Department**, hereinafter “**TJJD**,” and **Noble Software Group**, [REDACTED] **Payee ID #** [REDACTED], hereinafter “**Service Provider**”, for the provision of Juvenile Assessment System services for the entire juvenile justice system, hereinafter known as the “**Texas Juvenile Justice System**” which includes 164 probation departments, TJJD, TJJD state-operated facilities, TJJD halfway houses, TJJD parole offices, and TJJD contracted facilities in the State of Texas. TJJD and Service Provider herein may be referred to individually as a “Party” and collectively as the “Parties.” This Contract is identified as Contract Number **CON0001651**.

This Contract is composed of the following documents and incorporated by reference:

1. This Contract, including all attachments;
2. Service Provider’s clarifications, dated September 6, 2024;
3. Service Provider’s Proposal dated August 14, 2024; and
4. Request for Offer (RFO) #644-24-070124, issued July 15, 2024.

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

SECTION I
PERIOD OF PERFORMANCE:

This Contract shall begin on **December 1, 2024**, and remain in effect through **November 30, 2026**, with one, (2) -year and one, 1-year renewal options. The Contract may be renewed by written amendment signed by both Parties and must do so prior to the Contract Expiration Date. The terms, conditions and rates for all renewals shall remain as stated in the Contract, with any approved changes. The rates and services listed on **Exhibit B-Price** Form shall remain in effect for the entire term of the Contract.

SECTION II SERVICE PROVIDER

1. Services will be performed in accordance with this Contract and all Exhibits attached hereto. The services are described in detail in this Contract. The Service Provider services include providing the product platform which offers the database of assessment information and integration of assessment results into a standard automated case plan format. The Positive Achievement Change Tool (PACT) and Residential PACT (R-PACT) platform shall be used by the State to integrate other assessment tools used by the Texas Juvenile Justice System, including the Adverse Childhood Experiences (ACEs) questionnaire and the Commercial Sexual Exploitation – Identification Tool (CSE-IT). This product platform will be used by the Texas Juvenile Justice System.

2. **SCOPE OF SERVICES:** Service Provider to provide an automated assessment and case management platform to be utilized by Texas Juvenile Justice System organizations completing the PACT, R-PACT, ACEs, and CSE-IT assessments.

For Texas Juvenile Justice System organizations that use the platform, the platform is expected to be flexible to support deployment onto on-premises environments as well as provide a Texas Risk and Authorization Management Program (Tx-RAMP) certified Software-as-a-Service (SaaS) offering for Texas Juvenile Justice System organizations that choose to use a SaaS instead of managing an on-premises solution.

A. SYSTEM REQUIREMENTS:

Service Provider shall:

1. Collaborate with stakeholders to create an overall project schedule that includes anticipated duration dates, resources, such as staffing, roles and dependencies, as well as milestones for each project phase and task;
2. Meet the summary of deliverables required in this Contract and any additional deliverable the Service Provider plans to execute this effort as shown in Table 1. **Table of Deliverables** below. The summary includes a description of key deliverable/milestone and estimated dates to be completed;
3. Provide comprehensive software to include intake screens for risk to reoffend, criminogenic risk and needs assessment instruments, an ACEs instrument, a CSE-IT instrument, an integrated case plan, case management tools, Massachusetts Youth Screening Instrument 2 (MAYSI-2), and completed and summary assessment reports/risk level reports/case plan completeness snapshots, and measured change reports for management. Other customized dashboards for strategic planning by leadership and executive staff to be designed;
4. Provide the Positive Achievement Change Tool (full and residential versions), ACEs instrument, and CSE-IT instrument assessment to identify the risk and protective factors to be targeted in programming, treatment and rehabilitation of juvenile delinquents;

5. Provide a system that complies with applicable statutes related to Criminal Justice Information System (CJIS) security. TJJJD's cloud preference is Microsoft Azure Government cloud hosting to ensure security compliance;
6. Provide setup and customization of software (excluding required, validated contents of the assessment instrument);
7. Provide customized case plans based upon the results of the assessment tools for both county and state levels;
8. After initial setup, ensure that the system will allow TJJJD to administer and customize case management and management reports and create additional assessment instruments or tools for its specific needs as an ongoing service;
9. Provide inter-rater reliability testing components, such as Inter-Rater Reliability Site (IRR Site), to measure fidelity of assessment implementation. This will be on an "as needed" basis, if used. The number of users may change. If user count needs to change, users can be added or deleted during the life of the Contract and Service Provider can invoice reflecting a prorated amount;
10. Provide interface to accept data from other TJJJD and TJJJD-approved systems, such as Case Management System (CMS) and Representational State Transfer Application Programming Interface (REST API);
11. Make Service Provider staff available to ensure hosted environment system up time is adequately available during business hours and any system maintenance is completed after hours to reduce disruption of service;
12. For the SaaS offering, maintain a 99% system up-time, excluding scheduled and approved maintenance windows. Scheduled system maintenance windows are expected to exist between 8:00PM – 11:59PM United States Central Time;
13. For on-premises offering, Service Provider shall make staff available, 8:00 AM to 6:00 PM United States Central Time, to provide support to staff for organizations that choose on-premises deployments;
14. Provide any upgrades to the intake screens for risk to reoffend, assessment instruments, case management tools, and useful management reports at no cost to TJJJD; and
15. Provide data and other necessary information not hosted in the Service Provider's environment to TJJJD personnel or contractors performing independent research, validity, or interrater reliability studies.

Table 1. Table of Deliverables

Deliverable No.	Deliverable Description	Work Products	Estimated Due Date
1	Installation of Bur-net County	Users using Case Manager for assessments and case plans	2/1/2025
2	Data transfers to centralize data with TJJD	New transfer agencies set up in Noble's management tools	2/1/2025
3	TXRamp Compliance	Certification of TXRamp compliance	6/1/2025
4	Training	Onsite Initial Assessment and Case Plan Training and Refresh Training courses	ongoing

B. HOSTING AND TECHNICAL REPORT:

1. TJJD and select Texas Juvenile Justice System organizations intend to continue hosting their own Automation Assessment tool within their own environment, while some of the probation departments intend to have the Automation Assessment tool hosted by the Service Provider in a Tx-RAMP compliant environment. The Service Provider must provide advanced technical expertise and support capability within but not limited to the current hosted environment. Service Provider must provide support for operations and maintenance of the hosted solution and will have a role in administering and supporting this environment. Anyone with access to TJJD's environment will go through Service Provider onboarding process to include background check, finger printing, and TJJD approved CJIS Training.
2. Any and all support provided, having access to TJJD environment, shall only be provided by Service Provider technical staff located within the Continental United States after said persons have successfully been onboarded, background checked, and completed CJIS Training.
3. The Service Provider must provide support for operations and maintenance instances including but not limited to key vault, service bus, managed instances, virtual machine(s), and storage accounts.

4. The Service Provider must provide technical ability to set up Internet Information Services (IIS) environment.
5. The Service Provider is required to present a selection of support tiers, each accompanied by its corresponding cost breakdown. These tiers are expected to cover a spectrum of assistance levels, categorized by elements such as patching, version upgrades, technical support, and escalation protocols for operations and maintenance. This includes, but is not limited to, services related to key vaults, service buses, managed instances, virtual machine(s), and storage accounts.
6. Service Provider must provide ongoing administration and technical training and work to provide continuing education curriculum to improve fidelity of the tool.
7. The Service Provider must provide administrative accounts for user management for both TJJD and probation departments. The number of users may change. If user count needs to change, users can be added or deleted during the life of the contract, and Service Provider can invoice reflecting a prorated amount.
8. Service Provider key technical support staff must be available to provide technical support between the hours of 8AM – 6PM United States Central Time, Monday through Friday.

C. SYSTEM ENHANCEMENTS:

The Service Provider shall provide solutions for needed system enhancements identified during the term of the Contract.

1. For the on-premises deployments, the Service Provider is required to provide knowledgeable staff in delivering technical support pertaining to system requirements, encompassing aspects such as Central Processing Unit (CPU) capacity, memory allocation, and data utilization.
2. For the SaaS offering, the Service Provider must provide a Tx-RAMP certified environment.
3. Regardless of the on-premises or SaaS offering, all the following are required:
 - a. The Service Provider must provide a solution with regards to a design plan, proof of concept, and environments.
 - b. This system should allow for customization and the Service Provider must provide avenues to allow TJJD the ability to adapt to meet the needs of TJJD.
 - c. The Service Provider must provide system enhancements including, but not limited to design and testing plans, test plan, cost estimates, as well as proof of concepts.
 - d. The Service Provider must provide any upgrades to the intake screens for risk to reoffend, assessment instruments, case management tools, and useful management reports at no cost to TJJD.

D. OWNERSHIP:

1. **Protection of Network Operations in Transition:** Upon termination or expiration of the Contract, the System must remain operational during any transition period. Service Provider must document the Transition Out process used to facilitate a smooth transition.

A transition period will be required from current Service Provider to awarded service provider (if applicable). During the transition period, the System must remain operational.

2. **Intellectual Property Rights Alternatives:** The Service Provider shall ensure TJJD remains operational, without interruption to TJJD business, in the event the Service Provider company (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency, or the appointment of a receiver or similar officer for it, (c) passes a resolution for its voluntary liquidation,

(d) has a receiver or manager appointed over all or substantially all of its assets, (e) makes an assignment for the benefit of all or substantially all of its creditors, or (f) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations. TJJD and Texas Juvenile Justice System organizations will retain ownership of all functional requirements associated with their custom specifications, including data ownership.

3. Title Ownership

- a. Service Provider shall retain title to all intellectual property rights embodied in the Licensed Software, Documentation, and any modification or enhancement of the Licensed Software or Documentation made under this Contract or any Work Order ("Noble Property").
- b. TJJD shall retain title to all intellectual property rights embodied in software, and any modification or enhancement thereof, that is provided or developed solely by TJJD without any violation of the terms of this Contract and which is not Noble Property ("TJJD Property").
- c. The Parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the Noble Property and/or TJJD Property, which may be delivered by Service Provider or embedded in Service Provider's deliverables ("New Property"). **The Parties agree that ownership of New Property shall be determined on a case-by-case basis prior to the execution of a Work Order requiring the delivery of any New Property and such ownership shall be clearly allocated in such Work Order.** The Parties intend for the designation of ownership in the Work Order to be consistent with (but not necessarily bound by) the following guidelines:
 - i. New Property which contains TJJD's proprietary or confidential information shall belong to TJJD to the extent it contains such information; and
 - ii. New Property which contains Service Provider's proprietary or confidential information shall belong to Service Provider to the extent it contains such information; and
 - iii. Any other New Property for which ownership is not allocated by Work Order or by the above default rules shall belong to Service Provider.

4. LICENSE

- a. In accordance with the terms herein, Service Provider grants to Texas Juvenile Justice System organizations, and they accept from Service Provider, a personal, non-exclusive and non-transferable (except as otherwise specifically provided by this Contract) Hosted Site to use the current version of Licensed Software (or any other version provided to Texas Juvenile Justice System organizations by Service Provider) on Service Provider's hosting servers for the specified number of User Positions for the term of this Contract.
- b. The Licensed Software shall be used only for the processing of Texas Juvenile Justice System organizations business, which may include servicing and maintaining records on behalf of its customers and clients. Texas Juvenile Justice System organizations shall not permit any third party to use the Licensed Software. Authorized agents or contractors of TJJD acting for Texas Juvenile Justice System organizations shall not be considered "third parties" for purposes of such limitation provided, however that disclosure of Service Provider Confidential Information to such agents or contractors.
- c. TJJD shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside TJJD's business premises by persons not employed by or under contract with TJJD; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.
- d. TJJD shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by Service Provider, or make any attempt in any fashion except as specifically provided in this Contract to obtain the source code to the Licensed Software, nor shall TJJD reproduce or distribute, the Licensed Software or Hosted Site, or any part thereof, as part of any other software program. Further, TJJD may not create any

software program which makes direct function calls to any libraries which are Third Party Materials and which are designated as unavailable.

- e. Texas Juvenile Justice System organizations is strictly prohibited from installing any third party software on Service Provider's servers without the express written authorization of Service Provider.
- f. In the event that the authorized third-party software disrupts Service Provider's server, Service Provider shall have the right to temporarily disable the software until the problem can be resolved.
- g. In the event that the Texas Juvenile Justice System organizations installs third party software on Service Provider's servers without the express written authorization of Service Provider, Service Provider shall have the right to terminate the Services in accordance with this Contract.

E. TRAINING:

Service Provider to provide training specific to the product and aligned with Texas Juvenile Justice System needs, as follows:

1. Provide training in the desired format, in-person/virtual, for supervisory and oversight staff to monitor validity and quality of the training and provide coaching for case managers, parole officers, and probation officers;
2. Provide a customized training curriculum and adjust training curriculum to meet Texas Juvenile Justice System needs;
3. Provide a fidelity and inter-rater reliability tool;
4. Provide training to technical staff on the data code; and
5. Provide an annual ongoing training plan for both state and probation needs.

Service Provider shall provide all necessary training and work with Texas Juvenile Justice System administrative personnel to monitor the progress of the training as employees respond to it. Service Provider shall participate with Texas Juvenile Justice System organizations to prepare for rollout of any new platform or substantial existing platform changes, both for employees and administrative personnel. Service Provider will send out preliminary notices prior to the start of sampling to announce the new automated system. Service Provider shall provide training for facility liaison to promote Texas Juvenile Justice System self-sufficiency in continued implementation and monitoring of the system.

F. PERFORMANCE STANDARDS:

1. **Acceptable Quality Level (AQL):** The Service Provider recognizes that TJJD is paying Service Provider to deliver the services specified herein. Service Provider is required to meet a minimum quality level including no known defects in the software. The AQL is defined as the level of service at which the system will operate properly as agreed upon in the Contract and below which the contract payment may be withheld until corrective actions are taken. In addition, if service remains below the AQL without required correctives being taken, damages may be assessed.
2. **Inability to Access the System:** In the event a Texas Juvenile Justice System organization using Service Provider's hosted server is unable to access the system and such event was caused by Service Provider's failure to provide system services for reasons within Service Provider's reasonable control and not as a result of any action or inaction of a Texas Juvenile Justice System organization, Service Provider will, upon TJJD's request, credit TJJD's account as described below:
 - a. If TJJD is unable to access the system for more than four (4) consecutive hours; Service Provider will deduct 1/30th of its monthly charge. Service Provider's scheduled maintenance shall not be deemed to be a failure of Service Provider to provide access.

- b. If during required business hours, Service Provider's on-premises support does not answer a support phone call or respond to a support email request within 15 minutes as defined by TJJD email clock, Service Provider will deduct 0.5% of its monthly charge for each incident.
- c. If Service Provider's SaaS does not provide 99% availability, excluding scheduled maintenance windows, then the following deductions to monthly charges (determined from the first day of the month to the final day of the month) are applied:

Monthly Percent Available Metric	Monthly Service Charge Discount
98.00% - 98.99%	7%
96.50% - 97.99%	15%
95.01% - 96.49%	20%
Below 95.00%	25%

G. DELIVERABLES:

The following are the requirements and expectations for all deliverables:

1. Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by TJJD contract manager or designate.
2. All deliverables must be submitted in a format approved by TJJD contract manager.
3. If the deliverable cannot be provided within the scheduled timeframe, the Service Provider is required to contact TJJD contract manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
4. A request for a revised schedule must be reviewed and approved by TJJD contract manager before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
5. **TJJD will complete a review of each submitted deliverable within five (5) working days from the date of receipt unless otherwise stated by TJJD.**
6. Relevant quality assurance processes will apply such as change management, acceptance, and risk and issue management. Service Provider will utilize an agreed upon Project Management methodology.

H. PERSONNEL QUALIFICATIONS:

1. Service Provider technical support staff must be available twenty-four (24) hours per day, seven (7) days per week to provide Technical Support. Key technical support staff must be available to provide technical support during business hours 8AM – 6PM United States Central Time, Monday through Friday.
TJJD and the Service Provider shall agree to designate specific members of the Service Provider's project team as "Key Personnel." "Key Personnel" will be those individuals essential to the project and services being provided. Specific conditions and requirements of Key personnel will be defined after contract award.
TJJD reserves the right to decline the replacement of key personnel. In such instances, the Service Provider is required to propose alternative key personnel that meet TJJD's satisfaction.
2. TJJD prefers the Service Provider's personnel to have extensive experience and high skill levels in areas related to the services requested in this Contract. These skills include:

- a. Excellent written and oral communication skills with the ability to communicate with people of varying technical skills;
- b. Understanding the flow of data within these systems;
- c. Developing and presenting training materials for end users and technical staff;
- d. Developing documentation of the type specified in this contract; and
- e. Providing project management services.

I. INVOICING:

Service Provider shall submit invoices to the TJJJ Claims Department via email at tjjdinvoice@tjjd.texas.gov and/or via regular mail to, P. O. Box 12757, Austin, Texas 78711 or 1801 N. Congress Ave., Suite 13.1400, Austin Texas 78701.

Payment will be made within thirty (30) days from receipt of an invoice or correct and itemized invoice or billing statement. Service Provider shall submit one (1) invoice showing the Service Provider name, address, TJJJ contract number, payee I.D., itemization of the services provided, itemized amount of services provided, the name and division of TJJJ Contract Manager, vendor remit to address, and telephone number. No payment whatsoever shall be made under this contract without the prior submission of correct and itemized invoices. Payments under this contract are subject to the availability of appropriated funds. Service Provider acknowledges and agrees that payments for services provided under this Contract are contingent upon TJJJ's receipt of funds appropriated by the Texas Legislature. Payment will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.

J. INSURANCE

As a condition of this Contract with TJJJ, Service Provider shall provide the listed insurance coverage within five (5) business days of execution of the Contract if the Service Provider is awarded services which require that Service Provider's employees perform work at any TJJJ premises and/or use employer vehicles to conduct work on behalf of TJJJ. In addition, when engaged by TJJJ to provide services on TJJJ premises, the Service Provider shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to TJJJ within five (5) business days following the execution of the Contract. Service Provider may not begin performance under the Contract until such proof of insurance coverage is provided. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. TJJJ will be named Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract to Service Provider there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) TJJJ listed as an additional insured; and
- d) Waiver of Subrogation

2) Workers' Compensation Insurance WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND \$1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of TJJD:

- a) Waiver of Subrogation; and
- b) Additional Insured.

SECTION III TJJD

A. TJJD will pay for services in accordance with documents that make up the Contract, including the rates listed in **Exhibit B, Price Form**. These rates are a fixed fee for each service stated in this Contract. The Service Provider shall provide invoices to TJJD for services performed as outlined in this Contract.

Ensure that terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code and Texas Government Code Section 403.0551 that payment owing to Service Provider under this Contract will be applied toward elimination of Service Provider's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Texas Comptroller administers or collects until the indebtedness or delinquency is paid in full. Payments under this Contract are subject to the availability of appropriated funds. Service Provider acknowledges and agrees that payments for services provided under this Contract are contingent upon TJJD's receipt of funds appropriated by the Texas Legislature.

B. Payments:

1. TJJD shall pay the annual maintenance and software license fee costs Not-to-Exceed amounts as stated on **Exhibit B-1, Annual Maintenance and Software License Fee Costs for Contract Term**, incorporated in this Contract.
2. TJJD shall pay the following annual fees, if utilized and on an as needed basis:
 - a. The annual Noble View by quantity of users (may vary from Exhibit B, Price Form estimates).
 - b. The annual Noble IRR Site by quantity of users (may vary from Exhibit B, Price Form estimates).
 These fees will be paid at the beginning of each annual period with a **3%** (three percent) increase annually.
3. The total Not-to-Exceed amount for the initial term of this contract is **\$3,654,449.49**, unless amended by contract amendment signed by both Parties. Payments will be made in accordance with Chapter 2251 of the Texas Government Code.
4. TJJD shall pay other rates/cost, as needed, in accordance with **Exhibit B, Price Form**, incorporated in this Contract.

C. TJJD shall provide Service Provider with access to confidential youth information. All confidentiality laws, rules, and regulations, and all background check requirements must be followed.

SECTION IV**GENERAL REQUIREMENTS****A. SECURITY**

1. Service Provider must comply with applicable statutes related to Criminal Justice Information System (CJIS) security.
2. Service Provider will need to meet applicable TJJD background check and confidentiality policies and laws.

**SECTION IV
NOTICES**

Notices shall be addressed to the **Business Operation and Contracts, Texas Juvenile Justice Department**, mailing address: **P.O. Box 12757, Austin, Texas 78711**; or physical address: **1801 N. Congress Ave., Ste. 13.1400, Austin, Texas 78701**, and to Service Provider at [REDACTED]. The following is additional contact information for purposes of this Contract:

Service Provider Contact Information:

Aaron Picton, Chief Financial Officer
[REDACTED]

Phone: 530-276-8487

Email: apicton@noblesg.com

TJJD Contract Manager Contact:

Ryan Bristow, Director
Director of Regionalization, Probation Department
1801 N. Congress Ave. Suite 13.1400
Austin, Texas 78701
Phone: 512-460-0946
Email: Ryan.Bristow@tjtd.texas.gov

TJJD IT Technical Information Contact:

Tim Tenpas, Chief Information Officer
Information Technology Department
1801 N. Congress Ave. Suite 13.1400
Austin, Texas 78701
Phone: 512-751-8863
Email: Timothy.Tenpas@tjtd.texas.gov

Exhibits included and made part of the Contract are:

- Exhibit A-Execution of Offer
- Exhibit B-Price Form
- Exhibit B-1- Annual Maintenance and Software License Fee Costs for Contract Term
- Exhibit C-Terms and Conditions

Type text here

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]

11/27/2024

Shandra Carter, Executive Director

Date

For Service Provider:

[Redacted Signature]

/Noble

Aaron Picton

11/27/2024

Printed Name

Date

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:

Respondent understands that the terms and conditions of its Texas Department of Information Resources (DIR) contract shall apply if the resulting contract is issued through a DIR Cooperative Contract and the DIR contract terms and conditions take precedence if there is a conflict.

All statements and information prepared and submitted are current, complete and accurate.

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

Prior Disaster Relief Contract Violation. Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Respondent] certifies that the individual or business entity named in this bid [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.

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 Respondent 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.

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.

Name:	Social Security Number:	Percent Ownership:
None	None	None

Under Texas Government Code Section 669.003, relating to contracting with an executive head of a state agency, Respondent represents that (1)no person currently serves, (2) a person at any time during the four years before the date of the contract or (3) a person who employs a current or former executive head of TJJJ has served as an executive head of the Texas Comptroller of Public Accounts, TJJJ, or any other state agency involved with or that has any interest in this proposal or any contract resulting from this solicitation. If Respondent employs or has used services of a former executive head of TJJJ 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.

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2271.002; 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 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.

Advertising Of Award: The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

Immigration: Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C.Â§ 1101 et seq.) and all subsequent immigration laws and amendments.

No Collusion: Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities which Offeror engaged to assist it with respect to such response or submission.

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.

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

By their signature below, Respondent acknowledges that it has read and understands the foregoing and certifies to same.

RESPONDENT (COMPANY): Noble Software Group, LLC

SIGNATURE (INK): 

NAME (TYPED/PRINTED) Aaron Picton / Noble

TITLE: CFO **DATE:** 7/29/2024

EMAIL ADDRESS: apicton@noblesg.com

STREET: 

CITY/STATE/ZIP: 

TELEPHONE AND FACSIMILE NO.: (530) 214-0001

PAYEE IDENTIFICATION NUMBER: _____ or

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 

EXHIBIT B
PRICE FORM (Revised 10/24/24)

Proposal of: Noble Software Group, LLC

(Respondent Company Name)

Ref.: Juvenile Assessment System

RFO No.: 644-24-070124

Having carefully examined all the specifications and requirements of this Request for Offer (RFO) and any attachments thereto, the Respondent proposes to furnish the technical services required pursuant to this RFO.

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

Service	Qty	Cost/Rate	Total Cost
Software Package	0		
Annual Software License Fee	1755		\$1,194,924.00
Annual Maintenance Fee	1055		\$246,613.20
Platform licenses	0		
Customization Hourly Rate	0	\$200	
Initial Training for PACT users daily rate	60	\$2,500	\$150,000.00
Advanced Training on Juvenile Assessment Tool View for IT and Research staff daily rate	1	\$2,500	\$2,500.00
Technical Support			Included
PACT Refresh Training* daily rate	7	\$2,500	\$17,500.00
Noble View	160		\$7,980.00
Noble IRR Site	815		\$75,926.00
Year one adjustment for prepaid Hosting and Maintenance fees for Case Manager, IRR Site and View for Counties			\$(226,835.01)

Service	Qty	Cost/Rate	Total Cost
Year one adjustment for unpaid September, October, and November services			\$140,976.57
*Additional Required Services, if applicable (must specify the service)			
GRAND TOTAL			\$1,609,584.77

*Additional Required Services – Vendor identified services that are required in order for the Vendor to provide their proposed solution that do not fall under the cost categories listed.

Exhibit B-1

Annual Maintenance and Software License Fee Costs for Contract Term

Annual maintenance Fee	Annual Software License Fee	Increased by 3	Annual total
Initial 2-year term	12/1/2024-11/30/2025---(year 1 of 2)		
\$246,613.20	\$1,194,924.00		\$1,441,537.20
	12/1/2025-11/30/2026---(year 2 of 2)		
\$254,011.59	\$1,230,771.72	3% increase of \$43,246.11	\$1,484,783.31
Renewal Option 1 2-year term	12/1/2026-11/30/2027----(year 1 of 2)		
\$261,631.93	\$1,267,694.87	3% increase of \$44,543.49	\$1,529,326.80
	12/1/2027-11/30/2028----- (Year 2 of 2)		
\$269,480.88	\$1,305,725.71	3% increase of \$45,879.79	\$1,575,206.59
Renewal Option 2 1-year term	12/1/2028-11/30/2029----- (year 1 of 1)		
\$277,565.30	\$1,344,897.48	3% increase of \$47,256.19	\$1,622,462.78

EXHIBIT C
TERMS AND CONDITIONS

1. Americans with Disabilities Act and Equal Employment Opportunity

Service Provider represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

2. Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Contract, neither I nor any representative of the Service Provider have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Contract, neither I nor any representative of the Service Provider have violated any federal antitrust law; and (3) neither I nor any representative of the Service Provider have directly or indirectly communicated any of the contents of this Contract to a competitor of the Service Provider or any other company, corporation, firm, partnership or individual engaged in the same line of business as the 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. INTENTIONALLY LEFT BLANK

5. 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.

6. Change in Law and Compliance with Laws

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law 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.

7. 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.

8. Cloud Computing State Risk And Authorization Management (TxRAMP)

Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Service Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Service Provider agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

9. Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJJ

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJJ 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 TJJJ 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 TJJJ policies may result in termination of this contract.

11. INTENTIONALLY LEFT BLANK

12. 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 TJJJ policies regarding maintaining the confidentiality of protected information.

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

Section 3: Service Provider's employees, contractors, subcontractors, or associates who visit any TJJJ facility will comply with that facility's security regulations.

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

13. 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 TJJJ reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJJ contract identification number, or increase the "not to exceed" amount (if applicable) necessary for continuation of services.

14. Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Service Provider agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the TJJJ for the duration of the contract, (2) promptly provide to the TJJJ any contracting information related to the contract that is in the custody or possession of the Service Provider on request of the TJJJ, and (3) on termination or expiration of the contract, either provide at no cost to the TJJJ all contracting information related to the contract that is in the custody or possession of the Service Provider or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the TJJJ. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Service Provider agrees that the contract can be terminated if the Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

15. COVID-19 Vaccine Passport Prohibition

Service Provider certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Service Provider's business. Service Provider acknowledges that such a vaccine or recovery requirement would make Service Provider ineligible for a state-funded contract.

16. INTENTIONALLY LEFT BLANK

17. 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.

18. Damage to Government Property

Service Provider shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Service Provider shall notify the TJJJ in writing of any such damage within one (1) calendar day. Service Provider is responsible for the removal of all debris resulting from work performed under the contract.

19. Data Management and Security Controls

In accordance with Section 2054.138 of the Texas Government Code, Service Provider certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Service Provider's compliance with the required controls.

20. 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.

21. 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.

22. Disaster Recovery Plan

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

23. INTENTIONALLY LEFT BLANK

24. Disentanglement Services

(a) The following definitions are incorporated into the contract and relevant to this Article:

- (1) **Disentanglement Period** - the period of time during and after the contract terminates that is necessary to provide disentanglement services.
- (2) **Disentanglement Services** - the obligations of each party imposed upon notice of contract termination or expiration that are designed to extract and protect proprietary data, databases, and structure.

(b) Service provider must provide disentanglement services as soon as possible after Notice of Contract Termination or contract expiration. The disentanglement period shall be for one month unless otherwise agreed upon. If disentanglement services cannot be completed during the agreed disentanglement

period, Service provider must notify TJJJ in writing 14 days before the end of the disentanglement period and must include an explanation of the cause for delay and a proposed timeframe for completion.

- (c) Disentanglement services that Service provider must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Service provider's proprietary information is embedded within TJJJ data. Service provider should also provide TJJJ with their proprietary data in the same format and structure as used in Service provider's system before Contract Termination. If Service provider is unwilling to provide data in the same format and structure, then Service provider must work with TJJJ or a 3rd party of TJJJ's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJJ. After completion of the aforementioned obligations, TJJJ shall continue to allow Service provider access to its shared servers so Service provider may uninstall their software, databases, and proprietary data and information. After removal of all proprietary data, Service provider shall confirm removal with written certification of such.
- (d) Both parties shall have full access to shared servers, including source code and technical documentation, during the disentanglement period. If any disagreement between the parties arises before disentanglement services are completed, both parties shall continue to have full access while seeking resolution.
- (e) Confidentiality requirements, restrictions on use of data, and intellectual property rights described in the contract remain effective until disentanglement services are completed.

25. 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.

26. INTENTIONALLY LEFT BLANK

27. Drug-Free Workplace

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

28. 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:

1. all persons employed by Service Provider to perform duties within Texas; and
2. 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 TJJJ, 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 TJJJ, 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) TJJJ 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 TJJJ under the

contract, Service Provider shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated contract.

29. Energy Company Boycotts

If Service Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Service Provider verifies that Service Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Service Provider does not make that verification, Service Provider must so indicate in its Response and state why the verification is not required.

30. 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.

31. Equal Employment Opportunity

Service Provider represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

32. 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.

33. 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.

34. 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 the TJJD, or (3) a person who employs a current or former executive head of TJJD.

35. False Statements

Service Provider represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

36. Federal Confidentiality Compliance

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this contract is in force.

37. Financial Participation Prohibition Affirmation

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.

38. 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 check, 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.

39. Firearm Entities and Trade Association Discrimination

If Service Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Service Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Service Provider does not make that verification, Service Provider must so indicate in its Response and state why the verification is not required.

40. Force Majeure

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, war or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

41. Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJD 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.

42. 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 TJJD during the twelve (12) month period immediately prior to the date of execution of the contract.

43. Franchise Taxes

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

44. 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 TJJD.

45. Human Trafficking Prohibition

Under Section 2155.0061, 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.

46. Indemnification

SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SERVICE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL 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 THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

47. INTENTIONALLY LEFT BLANK

48. 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) TJJJ'S AND/OR SERVICE PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TJJJ BY SERVICE PROVIDER OR OTHERWISE TO WHICH TJJJ HAS ACCESS AS A RESULT OF SERVICE PROVIDER'S PERFORMANCE UNDER THE CONTRACT. SERVICE PROVIDER AND TJJJ 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 TJJJ 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 TJJJ DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SERVICE PROVIDER OR IF TJJJ IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TJJJ WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SERVICE PROVIDER WILL PAY ALL REASONABLE COSTS OF TJJJ'S COUNSEL.

49. Independent Contractor - Relationship of the Parties

The contract shall not create any joint venture, partnership, agency, or employment relationship between Service Provider and TJJJ. 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 TJJJ 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), TJJJ 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.

50. Insurance

Section 1: Service Provider shall maintain liability insurance as described in the Contract.

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.

51. Legal and Regulatory Action

Service Provider represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Service Provider or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Service Provider's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. If Service Provider is unable to make the preceding representation and warranty, then Service Provider instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Service Provider's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. In addition, Service Provider represents and warrants that it shall notify TJJD in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TJJD shall constitute breach of contract and may result in immediate termination of the contract.

52. Limitation on Authority

Service Provider shall have no authority to act for or on behalf of TJJD or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Service Provider may not incur any debt, obligation, expense or liability of any kind on behalf of TJJD or the State of Texas.

53. Lobbying Prohibition

Service Provider represents and warrants that TJJD'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.

54. Media Releases

Service Provider shall not use TJJD's name, logo, or other likeness in any press release, marketing material, or other announcement without TJJD's prior written approval. TJJD does not endorse any vendor, commodity, or service. Service Provider is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without TJJD's prior written consent, and then only in accordance with explicit written instructions from TJJD.

55. 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 TJJD 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 TJJD.

56. 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.

57. No Quantity Guarantees

TJJD makes no express or implied warranty whatsoever that a minimum compensation or minimum quantity will be guaranteed under this contract.

58. 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.

59. 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 page 1 of the contract and to TJJD at Texas Juvenile Justice Department, Office of General Counsel, P.O. Box 12757, Austin, Texas 78711-2757 or 1711 San Jacinto Blvd., Austin Texas 78701.

60. 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.

61. 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.

62. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the 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.

63. 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.

64. Property Rights

For purposes of the contract, the term "Work" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. TJJD and Respondent intend this agreement to be a contract for the services and each considers the Work and any and all documentation or other products and results of the services to be rendered by Respondent to be a work made for hire. Respondent and Respondent's employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of TJJD. Respondent acknowledges and

agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of TJJD. If for any reason the Work would not be considered a work-for-hire under applicable law, Respondent does hereby sell, assign, and transfer to TJJD, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Respondent agrees to execute all papers and to perform such other property rights, as TJJD may deem necessary to secure for Agency or its designee the rights herein assigned. In the event that Respondent has any rights in and to the Work that cannot be assigned to TJJD, Respondent hereby grants to TJJD an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon TJJD's request, Respondent shall deliver to TJJD all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of TJJD.

65. Public Information Act

Information, documentation, and other material in connection with this Solicitation or any resulting 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.

66. 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.

67. Required Disclosure of Lobbyist Activity and Certificate of Interested Parties

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

Additionally, pursuant to House Bill 1295 and Texas Government Code Section 2252.908, Service provider must submit a Certificate of Interested Parties or disclosure of interested parties on a form prescribed by the Texas Ethics Commission, currently identified as Form 1295. Prior to submission of this signed contract to TJJD, Service provider must file Form 1295 through the online filing application process on the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. TJJD will acknowledge Service provider's Form 1295 within thirty (30) days of submission.

68. 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.

69. 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.

70. Sanctions

Section 1: In addition to its authority to terminate this contract under the termination provision or other provisions of this contract, TJJD, 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. Recovery of 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 TJJD and its authorized representatives in carrying out corrective action plans.

71. 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.

72. 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 TJJD and Service Provider and to their representatives, successors, and assigns.

73. Sovereign Immunity

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

74. Specifications

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. Substitutions cannot be made without TJJD prior approval. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Service Provider.

75. INTENTIONALLY LEFT BLANK**76. State Auditor's and TJJD'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.

77. 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.

78. 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.

79. Suspension and Debarment

Service Provider certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

80. Taxes

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate will be furnished upon written request to TJJD. Service Provider represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Service Provider or its employees. TJJD shall not be liable for any taxes resulting from the contract.

81. INTENTIONALLY LEFT BLANK

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83. 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.

84. 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.

85. 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 to receive better terms or pricing for a particular procurement than those set forth herein. In such an 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.

