

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**CONNECT DEVELOPMENT SUPPORT CONTRACT  
TJJD CONTRACT NUMBER CON0001330**

This contract is effective **August 9, 2021**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD (or Agency)**, and the **Allied Consultants, Inc., 1304 West Avenue, Austin, Texas 78701**, hereinafter **Service Provider**, to complete development of case management system, Connect, TJJD's statewide juvenile information system, in close collaboration with TJJD's technical staff to ultimately allow for TJJD internal operation of Connect case management system. This contract expires on **August 8, 2023**, and is identified as **TJJD CONTRACT NUMBER CON0001330**.

This Agreement is composed of the following documents:

1. This contract, including all exhibits/attachments;
2. Service Provider's DIR Contract # DIR-TSO-3960, hereby incorporated by reference; and
3. Request for Offer (RFO) #644-21-051321, and all RFO addendums, hereby incorporated by reference;
4. Service Provider's Best and Final Offer (BAFO) response dated June 30, 2021, hereby incorporated by reference;
5. Service Provider's proposal dated June 21, 2021, hereby incorporated by reference.

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

TJJD's new case management system (referred to as "Connect") is web-based software platform that will be used by TJJD staff to deliver mission-critical services to youth its care. TJJD began the development of Connect in FY 2020 and requires completion of the development. TJJD is currently using a 30 year-old Correctional Care System (CCS) to manage the services provided to youth in the care of the Agency, which has been recommended for modernization by the Texas Department of Information Resources (DIR) Legacy System Study conducted in 2014. The Agency is seeking to replace CCS along with a portfolio of related applications with Connect. The Service Provider is required to complete the development of Connect following the system development life cycle for the tasks to include, but not limited to, functional requirements documentation, conceptual designs, business process maps, application development, testing, deployments, training, and production support. The Service Provider will demonstrate their understanding of TJJD's correctional care processes, back-end and business operations of CCS, and approach to application-based IT deliverables. The Service Provider will work in close collaboration with TJJD's technical and business staff.

## SECTION I: CONTRACT TERM

The contract term will consist of an initial term of two (2) years base period and one (1) additional two (2) year option renewal period:

Period	Dates
Base Period	August 9, 2021 – August 8, 2023
Option Period 1	August 9, 2023 – August 8, 2025

Renewals will be agreed upon by both parties in writing by contract amendment. Any renewals shall be at the same terms and conditions stated in the contract, including any approved changes. The Agency will also provide Service Provider written notice if it does not intend to renew the contract term.

## SECTION II: SERVICE PROVIDER

### Scope of Work

#### 1. Development of Case Management System

##### A. General Requirements

1. Service Provider to provide customizable applications as Platform-as-a-Service (PaaS). TJJD foresee this effort being comprised of the following major activities:
  - a. Business process mapping
  - b. Systems requirements specification
  - c. Information systems access security design
  - d. Platform deployment, including configuration, to meet baseline specifications specified in this solicitation
  - e. Data architecture and migration
  - f. System integration
  - g. User training
  - h. System implementation
  - i. Business intelligence reporting
  - j. System maintenance and support
2. Service Provider will work in a team-based Agile environment with Agency stakeholders. The Agile team will create and maintain system roadmaps, project plans, and product and release backlogs that will be the basis for the Service Provider's work. The Agency Product Owners will specify high-level requirements to the Agile team. As in typical Agile processes, the Agency will work together with the project team to develop and estimate user stories and establish acceptance criteria. These acceptance criteria will specify expected functionality for a user story, as well as any non-functional requirements that

must be met in the development of the story. The Agency, supported by subject matter experts (SMEs) and business analysts, will determine whether acceptance criteria have been satisfied.

3. TJJD plans for the current environment to remain operable throughout the time of the contract until the point in time that TJJD concur that the new environment built by Service Provider is fully operable.

## **B. Project Management**

### **1. Kickoff Meeting**

A kickoff meeting will be held at a location and time selected by the Agency where the Service Provider and its staff will be introduced to the Agency. The Service Provider shall submit kickoff-meeting notes within five (5) business days after the kickoff meeting that documents all topics discussed during the meeting.

### **2. Project Management Plan**

Within ten (10) business days after the kickoff meeting, the Service Provider's initial project management plan should be updated to document how the Service Provider plans to facilitate project management activities going forward. Both the draft and updated project plan associated with this effort shall include adequate information to establish team members, meetings/workshops schedule, and resource management. At minimum, the plan must:

- a. Provide the project management approach for this effort.
- b. Provide an overall project schedule that includes anticipated duration dates, resources, dependencies, and milestones for each project phase and task.
- c. Provide a summary of deliverables required. The summary should include a description of key deliverable/milestones, a description of the Service Provider's work products or component technologies completed for each sprint/iteration, a description of the resources necessary from Agency to support the sprint, and sprint iteration number.
- d. Identify specific skills to be provided by the Service Provider, skills/resources the Agency is required to provide, and expectations of the Agency staff time commitment.
- e. Provide a staffing management plan including how the project will be staffed, a summary and one-page resumes for all Key Personnel, a summary of strategic partnerships (subcontractors), and the approach for managing subcontractors as applicable.
- f. Identify any assumptions and risks for executing this project.
- g. Provide a quality assurance and control plan.
- h. Provide a change management plan.
- i. Provide an issue and risk management plan.

- j. Provide proposed work location where data collection would occur.
- k. Provide additional Service Provider information deemed important for the Agency to consider in the event of future solicitations.

### **3. Reports and Meetings**

- a. The Service Provider is required to provide the Agency contract manager with written progress reports of this project. These are due to the Agency contract manager by the close of business on Friday each week throughout the life of the project.
- b. The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.
- c. The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- d. The Service Provider will be responsible for conducting regular status meetings with the Agency contract manager on an agreed upon frequency. The meetings will be held at a time and place so designated by the Agency contract manager. The meetings can be in person or over the phone at the discretion of the Agency contract manager.
- e. Any changes to the frequency and/or types of reports and meetings must be approved by the Agency contract manager.

### **C. Feature Development and Support**

The following are the required features to be developed in the Connect application. The Agency may request modifications to the listed features to include additional requirements for features and/or remove requirements for features. Upon receiving a requirement modification from the Agency, the Service Provider will provide any changes to level of effort and cost estimate to develop the identified feature(s). If there is a change in a feature cost estimate, a subsequent change order and/or amendment to the contract must be signed before work can begin

#### **1. Youth Service Team (YST) Notes**

This feature replaces the multi-disciplinary team (MDT) features in CCS stage progression and implements a simplified tracking and note-taking system for YST meeting notes. Includes the stage progression definition and tracking for youth.

#### **2. Reporting**

Ensure that all legislative-mandated reporting and reporting required for current day-to-day operation is covered by Connect itself or by integration with other reporting tools.

### **3. Interstate Compact**

Replace the functionality of the Interstate Compact for Juveniles (ICJ) application currently in mainframe and replicate the functionality in Connect with improvements to the business processes.

### **4. Youth Profile (Part 2)**

Provide the capability for editing and ongoing maintenance of data initially entered through Intake tasks, including education, treatment, and demographic information. Display additional information in the youth profile header including SID number, parole officer, physical location, and primary address.

### **5. Treatment (Part 2)**

Provide for the entry and display on the youth profile of treatment assessments for additional rehabilitation, waivers/overrides for specialized treatment and diagnostics, alcohol and other drugs (AOD) residential treatment, and all discharge summaries.

### **6. Youth Movement (Part 2)**

Update youth status due to a change in physical location (furlough, escape/abscond, TA, jail) and placement-related calculations (daily rate; meals) as performed by CCS. Re-calculate minimum length of stay (MLOS) based on number of days on escape/abscond.

### **7. Case Management (Part 2)**

Develop the following for case management operations:

- a. Dorm census report and non-standard chrono types (case manager transfers, medical non-compliance)
- b. Reassignment of youth to a new case manager in bulk
- c. Transition/release, discharge, and sealing records
- d. Request for length of stay reduction
- e. Release review panel report and Sentenced Offender Disposition
- f. Sex offender registration documentation

### **8. Incident Reports (Part 2)**

Finalize and implement the fields required for major incident entry for facilities, halfway houses, and parole. Integration with youth status/jail and hearings features. Add an additional staff/witness statement to an existing incident report.

## **9. Intake (Part 2)**

Develop the following for youth intake operations:

- a. Development of offense history and commitment entry and history display, initial calculation of MLOS and minimum period of confinement (MPC), and recording of disclosures of non-medical information and updated placement diagnostics.
- b. Add an additional commitment as a result of a hearing and create a new intake workflow for a youth that already exists in Connect.
- c. Recalculate MLOS/MPC when additional commitments are added. Clear documentation on the youth's commitment history.
- d. Additional intake forms and maintenance screens to support ongoing Safe Housing assessments after the initial, assessment results, education history, initial Test for Adult Basic Education (TABE) and IQ test results, Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) status, and youth placement to end the intake/O&A workflow for the youth.

## **10. Hearings (Part 2)**

Provide for the entry, viewing, and interconnection of Level I, III, and IV hearings with features that depend on that data (MLOS recalculation, additional commitment for Parole Revocation, incident reports).

## **11. Admin Features (Part 2)**

Develop maintenance screens needed to support code tables for basic application operation (replacing existing CCS code tables). Also includes payment rate for parole counties and county contracts.

## **12. System Integration (Part 2)**

Complete the integration with the risk and needs application for access to features directly from Connect for existing forms that are integrated with external systems in CCS. Integration with the existing Student Banking mainframe app. Integrate with data store for existing agency .NET apps that populate with youth data from CCS (name, TJJD number).

## **13. Production Support/Maintenance**

Feature requests, enhancements, and bug fixes that are required to support the enabled features in production and keep operations running smoothly (Offender Release Workflow). Ongoing release support, QA, and UAT.

Service Provider shall provide an overview of their plan to provide a maintenance and upgrade plan to support the functions outlined in this contract for the entirety of the contract. Any defects and malfunctions identified shall be fixed and patched by Service Provider at no additional cost to the Agency and in an expedited timeframe unless determined to be a minor flaw with minimal operational impact.

#### **14. Training**

The Service Provider shall provide customized training for the Agency staff who shall be developing and administering the system for internal support, customization, and optimization. Coach and mentor developers in best practices for writing and maintaining the codebase.

#### **D. Optional Feature Development and Support**

The Agency may request enhancements to previously developed Connect features or development of a new feature. Upon request of the Agency, the Service Provider will provide the level of effort and cost estimate to develop the identified feature(s). A subsequent change order and/or amendment to the contract must be signed before work can begin.

The following features are example optional features that may be developed by the Service Provider at the direction of the Agency.

1. **Data connectors to other systems** - Currently mainframe (M204) data is exported to reporting databases, Interstate Compact for Juveniles (ICJ), and the systems in addition to data exchanges with Social Security Administration (SSA), Child Protection Services (CPS), and Department of Public Safety (DPS).
2. **Data migration of current youth** – The process for how youth data is migrated from M204 to Connect.
3. **ISO release review workflow/RRP replacement** - Release review panel (RRP) for Indeterminate Sentenced Offender (ISO). Youth are referred to the release review panel before the expiry of MLOS. The RRP provides the timely review and decision for ISO youth not released under program completion.
4. **Juvenile Case Management System (JCMS) Integration** - Integration with JCMS would allow the transfer of data from JCMS and Connect. Information entered into JCMS could be automatically pulled into Connect upon commitment.
5. **Additional reporting enhancements/dashboards** - Existing CCS related reports are provided by SAS/SSRS and must be built into Connect. We must have an on-demand current report for average daily population (ADP) for each location as well as dorm/room and youth status.

6. **Supervisor Dashboard** – Case management supervisors can view the caseload and tasks for each case manager under their direction.
7. **Role-Based Dashboards** – The dashboards must be for all Connect users. Examples can be based on case manager, case manager supervisor, executive dashboard, parole dashboard, education dashboard, etc.
8. **Pre-commitment queue** - This queue would allow juvenile probation department to prepare a commitment packet for review by TJJD staff prior to a juvenile's commitment to TJJD. The queue would help ensure that all required documentation is provided.
9. **In-app Notifications** – Users will receive a visual notification of events related to youth. The visual notification will appear on the screen (like an envelope or bell in the upper corner of the screen). Notifications will be issued based on the user's involvement with the youth and the event. Once read, a notification can be deleted.
10. **Centralized Placement Unit (CPU) Enhancements** - The CPU requires a way to track population moves to and from each location. This will also include a way to track treatment availability to aid in initial placement and subsequent youth moves as required.
11. **Document management** - Each component of this system shall allow for the uploading and storage of related documents in commonly used formats. This includes juvenile assessments, case management components, facilities management, and all other major components of the management system.
12. **Incident Report enhancements** - Currently undergoing many changes. Splitting the current incident form into a major and minor form or even parole and residential.
13. **Youth Profile enhancements** – This feature will enhance the level of youth information tracked in the system (e.g. citizenship section for tracking immigration status)
14. **Replacement of Existing Systems** - Redevelop the following existing systems into Connect:
  - a. Treatment Group Manager (TGM) - TGM is a separate application provides facilitators a way to manage activities of youth treatment groups.
  - b. Psychological Services Manager (PSM) - PSM is a separate application that captures encounters for psychology personnel, stores documentation of contacts and reports data for the management of critical youth incidents, and identified youth needs for psychological services.

- c. Student Banking - Student banking application is used to maintain youth bank account. Youth can credit/debit his amount towards phone calls, send money home and others transactions.
- d. Specialized Aftercare Tracking System (SATS) - Manage community-provided specialized treatment providers and youth enrollment and attendance.
- e. Detainer Automation - Compile and maintain a list of Directives to hold youth at their time of release.
- f. Youth Visitor Tracking - Users record and administer the records of youth visitors and visits.

## 2. System Requirements

The system requirements section addresses the underlying architecture of the application software and hardware platform considerations. The current Connect application is comprised of the following:

<b>Platform</b>	Microsoft Azure (Windows Server 2019 Datacenter)
<b>Development Language</b>	C#, targeting ASP.NET Core with .NET Core 3.1
<b>Database</b>	Azure SQL
<b>Environments</b>	Development Test QA Training Production

It is required that the Service Provider detail all necessary hardware, software, and network changes and additions to the Agency's current environment, if applicable, that will be necessary to effectively operate the proposed solution. These changes and additions should be based on a comparison of the descriptions of the Agency's current environment and volumes and what is necessary for the proposed solution.

### A. System Performance

The Agency recognizes that performance depends greatly on the network infrastructure as well as the system hardware and software. Performance bench marks should be provided and need to take the Agency Network environment into consideration and

should be specific to the recommended hardware configuration. Potential variances based on the Agency's Network environment should be indicated.

Overall system performance needs to be able to accommodate the anticipated number of users and volume of data. Benchmarks for typical activity should be provided to illustrate the anticipated performance measures such as real-time response time for simple and complex transactions, ad hoc report "roll-ups."

The majority of the application users will normally use the system between 6:00 AM and 6:00 PM, weekdays-Monday thru Friday. There are times throughout the year where weekend and evening access is required. The Agency requires this system to be available to all staff on a continual basis 24 hours a day and every day of the year

**B. System Integration and Interfaces**

The Service Provider may be required to provide or build interfaces to allow multiple existing platforms to interface using a subscriber methodology. The service must provide the following:

1. A standard method for the Agency to subscribe to entities data services
2. A design that follows CJI-FIPS encryption standards.
3. Designed and implemented based on JSON and REST standards.
4. Includes a subscriber entity authorization and workflow.

**C. System Administration**

System administration will be the joint responsibility of user departments and the Agency's Information Technology Division staff. Intuitive interfaces will be required in order to allow non-technical personnel to effectively administer system definitions such as workflows, user groups, and business rules.

The Service Provider should specify the proposed software client/server interface standards or environments, interface definitions for linking complementary systems, application architecture (i.e., how is the application structured between common components), graphical user interface, multiple tier architecture, and modularity.

The system must be modular in design to accommodate a phased implementation. Once implemented, the system must be able to easily expand to include new functions without major impact on the system.

**D. Security**

The Agency must be able to safeguard certain confidential information and control who can do what to the various information. Audit trails must be available to allow the reconstruction of data change, access and search activities. Individual security rights

should be able to be controlled at the user level and should be consistent to all access to information.

The Service Provider should include a detailed description of the proposed software and database security features. In particular, the Agency requires user-defined privileges, authentication, network, and database security modules, and information sharing security (e.g., encryption, user-defined privileges, medical and other legal considerations, FERPA, HIPAA, FBI Criminal Justice Information System (CJIS), auditing concerns, mechanisms for tracking access and updates, interface interactions).

The application should be compliant with the State of Texas' TAC 202 requirements and be guarded against known and new vulnerabilities such as:

1. SQL Injection
2. Cross Site Scripting (XSS)
3. Broken Authentication and Session Management
4. Insecure Direct Object References
5. Cross Site Request Forgery
6. Security Misconfiguration
7. Insecure Cryptographic Storage
8. Failure to Restrict URL Access
9. Un-validated Redirects and Forwards

## **E. Audits and Controls**

This section addresses both the requirements for "internal" and "external" auditing capabilities. The system shall have controls to ensure data integrity. Audit trails must be available to assist in identifying basic information such as: What was changed? Who changed it? When was it changed?

### **1. User Management and Security**

- a. User Levels - The system shall allow for at least 700 users with varying levels of security privilege that determine which parts of the system are accessible and editable.
- b. Archiving - The system shall retain all non-active staff user records in the system and all records shall retain these users as connected and owners of the journals, events, and other components created or recorded while that TJJD staff person was at TJJD.
- c. Outgoing Staff transfers - The system cases and any activities outstanding shall be transferred in bulk or individually to new supervising case managers or parole officers in the event of a TJJD staff person terminating their employment or being transferred out of active supervision.
- d. Security
  1. System Access - Access to the application is linked to the Agency account.

2. Data Creation and Management - The application must provide for role-based access to information that takes into consideration
  - i. Role of the user
  - ii. Agency or State affiliation
  - iii. Departmental designation
  - iv. The type of data being accessed
3. User Roles - Access to data, reports, and system setup will be based on user roles. Access levels include: No Access, View, Create, Maintain, and Delete.
4. Super User - The system must provide for the use of a super user role with the ability to review all aspects of the system. This role must have the ability to impersonate other authorized users for troubleshooting and tracking. In the event that data is changed by the super user impersonating another, the system must accurately record this activity in the audit log.

## **2. Data Management, Portability, and Interface Requirement**

This section contains the requirements for the Relational Database Management System (RDBMS) used to control the primary data storage for all software components. The Service Provider must recommend a RDBMS product or identify RDBMS products, which can be used in support of the Service Provider's software. Consideration of Database constraints:

- a. Multi-Tasking - The RDBMS must permit simultaneous database access, permitting simultaneous access to files and queuing update requests at the record or field level when field contention prevents simultaneous updates. In addition, it must permit concurrent processing of batch and on-line jobs accessing the same data files and database.
- b. Independence - The RDBMS must be independent of terminal type or transaction type and be able to be accessed from any terminal in the network.
- c. Logging, Restart, and Recovery - The RDBMS must provide restart capabilities, as well as database access activity logging and blackout.
- d. Performance and Activity Statistics - The RDBMS must support performance monitoring tools and activity statistics reporting features. Statistics should be available on database access rates (both update and query) by program, terminal, and ID, and by time of day.
- e. Administrative Tools - The RDBMS should include a powerful set of administrative tools to monitor utilization, trace database access chains, optimize schema and sub-schema definitions, model, report areas/pages percent full, and to optimize file placement and layout.

- f. Relational Database Characteristics - The RDBMS should utilize the concept of user views whereby pseudo-schema are defined and stored for utilization by users without the users becoming involved in the actual schema and sub-schema structures of the database. The system should provide a security system to control utilization of user views by user ID, account, and activity.
- g. Data Dictionary Facility - The system should include an active integrated data dictionary. This dictionary should be an integral component of the data access capabilities, including the definition of both data attributes and values.
- h. Data Import Facility - The system should include a data import facility, which permits transferring data from other data files into the database.

### 3. **Systems Interoperability**

The system shall provide connectivity in real time or as nightly imports from other local law enforcement systems, many legacy platforms.

## **F. Deliverables**

The following are the requirements and expectations for all deliverables:

1. The Service Provider shall develop or configure, test, stage, and release business applications by applying iterative processes utilizing the proposed Agile methodology and a frequent release cycle.
2. Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the Agency contract manager or designate.
3. All deliverables must be submitted in a format approved by the Agency contract manager.
4. If the deliverable cannot be provided within the scheduled timeframe, the Service Provider is required to contact the Agency 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.
5. A request for a revised schedule must be reviewed and approved by the Agency 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.
6. The Agency will complete a review of each submitted deliverable within five (5) working days from the date of receipt unless otherwise stated by Agency.
7. Relevant quality assurance processes that will apply, such as change management, acceptance, and risk and issue management. Service Provider will utilize an agreed upon Project Management methodology.
8. Provide the necessary access to Agency staff to all development environments, including sandbox, testing, and productions environments.

9. Delivery Schedule - Service Provider's initial delivery schedule is located in their proposal which is incorporated by reference to the contract. Any changes to the delivery schedule must be approved by the Agency and an updated delivery schedule must be provided to the Agency after approval.
10. Project Plan - Service Provider's proposal includes their drafted high-level project plan that addresses the tasks specified in the contract which is incorporated by reference to the contract, including:
  - A description of understanding of the project.
  - A description of the Service Provider's development approach to delivering projects. This includes development, training, enhancements and support.
  - A description of the deliverables.
  - A description of the project management plan which includes timelines
  - List any assumptions and dependencies of the project.

Any changes to the project plan must be approved by the Agency and an updated project plan must be provided to the Agency after approval.

#### **G. Invoices**

Payment. Service Provider will submit invoices for each deliverable completed as determined by TJJD to the TJJD Claims Department via email at [tjjdinvoice@tjjd.texas.gov](mailto:tjjdinvoice@tjjd.texas.gov) and/or via regular mail at, P.O. Box 12757, Austin, Texas 78711 or 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758 (before September 1, 2021) or 1711 San Jacinto Blvd, Austin TX 78701 (after September 1, 2021), on invoices bearing Service Provider's name, address, and TJJD contract number. Deliverable completion will be determined by TJJD. Incomplete invoices will be rejected and Service Provider will have ten (10) days to resubmit corrected invoice. Invoices will be paid in accordance with Chapter 2251 of the Texas Government Code.

### **Section III: TJJD**

1. TJJD will pay Service Provider fees in accordance with **Service Provider's Exhibit B, Price Form (BAFO)**, at a Not-to-Exceed amount of **nine hundred fifty thousand dollars and zero cents (\$950,000.00)**, for the case management system, Connect, development. Payments will be made in accordance with Chapter 2251 of the Texas Government Code.

Contract is for the **Base Features** deliverables listed in the **Service Provider's Exhibit B, Price Form (BAFO)**. The **Required Enhancements to Complete MVP** and **Additional Enhancements** deliverables are accepted as part of this contract, however these deliverables will be completed upon the Agency's direction and funding availability. Hence, the Not-to-Exceed amount would be changes via an amendment signed by both parties.

## 2. TJJD/Service Provider Furnished Equipment and Work Space

TJJD will provide Service Provider with suitable workspace on-site at TJJD if requested. Service Provider is expected to provide their staff with computing equipment necessary to fulfill the requirements of this contract.

### Section IV: Notices and Contacts

Notices shall be addressed to the Office of General Counsel, Texas Juvenile Justice Department, mailing address: P.O. Box 12757, Austin, Texas 78711; or physical address: 11209 Metric Blvd., Bldg. H, Ste. A, Austin, Texas 78758, and to Service Provider at 1304 West Avenue, Austin, Texas 78703. The following is additional contact information for purposes of this contract:

#### Service Provider Contact Information:

Mariano Camarillo  
Business Development Manager  
1304 West Avenue  
Austin, Texas 78701  
Phone: 512-236-8535 ext. 213  
Fax: 512-236-8565  
Email: [Mariano@alliedconsultants.com](mailto:Mariano@alliedconsultants.com)

#### TJJD Technical Contact:


Nate Jackson, Chief Information Officer  
P.O. Box 12757  
Austin, Texas 78711  
Phone: 512-490-7081  
Fax: 512-490-7252  
Email: [Nate.Jackson@TJJD.Texas.gov](mailto:Nate.Jackson@TJJD.Texas.gov)

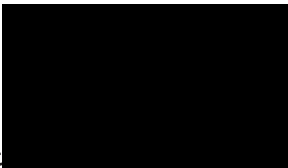
#### Service Provider Subcontractor Information

HeadSpring, LLC  
Daniel Aquino  
Client Director  
1632 S. First Street, STE 200  
Austin, TX 78701  
Phone: 512-549-2260  
Cell: 713-870-7439

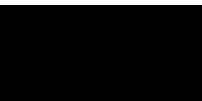
**IN WITNESS WHEREOF**, the parties hereto have made and executed this contract as of the day and year last below written.

**For the Texas Juvenile Justice Department:**

	08/05/2021
Camille Cain, Executive Director	Date

	r: Allied Consultants Inc.	
	Danny Krause	8/4/2021
S	Printed Name	Date

**Department of Information Resources:**

	Hershel Becker	8/12/2021   2:49 PM CDT
Signature	Printed Name	Date

# EXHIBIT A

## Execution of Offer

CON0001330

### TAB 4 - Execution of Offer (Exhibit A)

**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:
Danny Krause	██████████	50%
David Olander	██████████	50%

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 TJJD has served as an executive head of the Texas Comptroller of Public Accounts, TJJD, 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 the services of a former executive head of TJJD 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 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.

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 TJJD within the last twelve (12) months.

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

**RESPONDENT (COMPANY):** Allied Consultants, Inc.  
**SIGNATURE (INK):**   
**NAME (TYPED/PRINTED):** Danny Krause, President  
**TITLE:** President **DATE:** June 21, 2021  
**EMAIL ADDRESS:** krause@alliedconsultants.com  
**STREET:** 1304 West Avenue  
**CITY/STATE/ZIP:** Austin Texas 78701  
**TELEPHONE AND FACSIMILE NO.:** 512.236.8535; Fax 512.236.8565  
**PAYEE IDENTIFICATION NUMBER:** 1-74-2619666-7 **or**  
**FEDERAL TAXPAYER IDENTIFICATION NUMBER:** \_\_\_\_\_

## TAB 3 - Price Form (Exhibit B)

### Table 1: Price Form

#### EXHIBIT B - PRICE FORM (BAFO)

**Proposal of:** Allied Consultants

**Ref.:** Connect Development Support

**RFO No.:** 644-21-051321

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

#### Pricing for Services Offered

BASE FEATURES			
Deliverable	Parts	Cost/Rate	Total Cost
Youth Service Team (YST) Notes	10	\$5,000	\$50,000
Reporting	10	\$8,000	\$80,000
Interstate Compact	10	\$6,200	\$62,000
Youth Profile (Part 2)	12	\$6,250	\$75,000
Treatment (Part 2)	16	\$7,500	\$120,000
Youth Movement (Part 2)	12	\$10,000	\$120,000
Case Management (Part 2)	10	\$4,600	\$46,000
Incident Reports (Part 2)	7	\$5,000	\$35,000

Intake (Part 2)	10	\$12,100	\$121,000
Hearings (Part 2)	10	\$7,600	\$76,000
Admin Features (Part 2)	4	\$2,500	\$10,000
System Integration (Part 2)	10	\$11,500	\$115,000
Production Support/Maintenance	10	\$2,000	\$20,000
Developer Training	5	\$4,000	\$20,000
<b>BASE FEATURES TOTAL</b>			<b>\$950,000</b>
<b>REQUIRED ENHANCEMENTS TO COMPLETE MVP</b>			
<b>Deliverable</b>	<b>Parts</b>	<b>Cost/Rate</b>	<b>Total Cost</b>
Youth Service Team (YST) Notes (Part 2)	2	\$5,700	\$11,400
Reporting (Part 2)	10	\$4,000	\$40,000
Treatment (Part 3)	3	\$5,000	\$15,000
Case Management (Part 3)	12	\$9,000	\$108,000
Incident Reports (Part 3)	5	\$4,600	\$23,000
Intake (Part 3)	12	\$9,000	\$108,000
Hearings (Part 3)	5	\$6,000	\$30,000
Admin Features (Part 3)	10	\$5,800	\$58,000
System Integration (Part 3)	4	\$2,500	\$10,000
Production Support/Maintenance	12	\$6,250	\$75,000
End-User Training	5	\$10,000	\$50,000
<b>REQUIRED ENHANCEMENTS TOTAL</b>			<b>\$528,400</b>

<b>ADDITIONAL ENHANCEMENTS</b>			
<b>Deliverable</b>	<b>Parts</b>	<b>Cost/Rate</b>	<b>Total Cost</b>
Youth Profile (Part 3)	1	\$5,000	\$5,000
Intake (Part 4)	2	\$5,000	\$10,000
Admin Features (Part 4)	4	\$5,500	\$22,000
System Integration (Part 4)	8	\$6,000	\$48,000
Production Support/Maintenance	8	\$4,075	\$32,600
<b>ADDITIONAL ENHANCEMENTS TOTAL</b>			<b>\$117,600</b>
Optional Feature Development and Support from section 3.3 of the RFO (page 8) can be priced at TJJDs discretion and is <b>not</b> included in this proposal	-	-	-
<b>GRAND TOTAL</b>			<b>\$1,596,000</b>

\*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.

## Table 2: Hourly Rates

### Hourly Rates for Software Enhancements (additional services)

For the purposes of any additional work that may be determined to be required at any stage of the project, the Respondent shall propose an hourly rate for each staff role/function that may be required under this SOW. Any additional services shall be quoted as a firm fixed price inclusive of any and all additional fees or charges. Respondents may add additional rows as necessary.

Role / Function	Hourly Rate
Project Manager	\$161.00
Technical Lead	\$161.00
Developer	\$161.00

## EXHIBIT C

**IF ANY OF THE TERMS AND CONDITIONS IN THE CERTIFICATIONS AND GENERAL PROVISION SECTIONS BELOW CONFLICT WITH ANY OF THE TERMS AND CONDITIONS OF RESPONDENT'S CONTRACT WITH DIR, THE TERMS AND CONDITIONS OF SERVICE PROVIDER'S DIR CONTRACT TAKE PRECEDENCE.**

### TERMS AND CONDITIONS

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

Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other federal, state, local, or other anti-discriminatory act, law, statute, or regulation, along with all amendments and revisions of the acts, laws, statutes, or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

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

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

#### **3. Assignment**

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

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

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

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

In the execution of the contract, Service Provider shall comply with all applicable federal, state, and local laws or regulations, including, but not limited to, laws governing labor, equal employment opportunity, safety, and environmental protection. Service Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this contract. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal, state, or local laws, ordinances, or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

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

**Under Section 231.006, Family Code, the vendor or applicant [Service Provider] certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.** A bid or an application for a contract, grant,

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

#### **7. Communicable Disease Prevention and Control Act Compliance**

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act (Texas Health and Safety Code Chapter 81).

#### **8. INTENTIONALLY LEFT BLANK**

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

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

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

Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C. 30301 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this contract.

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

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

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

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

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

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

This contract encompasses the complete and entire agreement of the parties. Neither party has made nor relied on any representations, stipulations, or agreements other than those expressly contained in this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJD contract identification number, or increase the "not to exceed" amount (if applicable) necessary for continuation of services.

**13. 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 TJJD for the duration of the contract, (2) promptly provide to the TJJD any contracting information related to the contract that is in the custody or possession of the Service Provider on request of the TJJD, and (3) on termination or expiration of the contract, either provide at no cost to the TJJD 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 TJJD. 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

**14. Cybersecurity Training**

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

**15. Dealings with Public Servants Affirmation**

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

**16. Debts and Delinquencies Affirmation**

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

**17. Disaster Recovery Plan**

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

**18. INTENTIONALLY LEFT BLANK****19. Dispute Resolution**

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

**20. INTENTIONALLY LEFT BLANK****21. Drug-Free Workplace**

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

**22. Entities that Boycott Israel**

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

**23. E-Verify Program**

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

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

Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that Service Provider is enrolled in E-Verify. Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Service Provider employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

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

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

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

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

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

#### **26. INTENTIONALLY LEFT BLANK**

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

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

#### **28. 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.

#### **29. Financial Participation Prohibition Affirmation**

Under Texas Government Code, Section 2155.004, TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from TJJD to participate

in preparing the specifications or request for proposals on which the bid or contract is based. If Service Provider is not eligible, then this contract may be immediately terminated. **Under Section 2155.004, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

### **30. Fingerprinting and Background Check**

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

1. As directed, provide information regarding persons providing services under this contract with access to TJJD youth or youth records for a criminal background checks, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this contract. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJD's Director of Human Resources.

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

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

#### **C. TJJD Approval**

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

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

Section 2252.152 of the Texas Government Code prohibits 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.

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

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

### **33. Franchise Taxes**

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

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

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

#### **35. Human Immunodeficiency Virus Services Act Compliance**

**Section 1:** Service Provider certifies compliance with the Human Immunodeficiency Virus Services Act (Texas Health and Safety Code Chapter 85) requirements for maintenance of confidentiality regarding the human immunodeficiency virus (HIV) and its related conditions, including acquired immune deficiency syndrome (AIDS).

**Section 2:** Service Provider further certifies that workplace guidelines have been developed and implemented in accordance with the Human Immunodeficiency Virus Services Act. Service Provider may elect to use workplace guidelines developed and implemented by the TJJD. Should Service Provider not elect to use workplace guidelines developed and implemented by the TJJD, Service Provider agrees that its workplace guidelines shall be similar to the TJJD's as required by Section 85.113 of the Texas Health and Safety Code

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

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

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

#### **37. Indemnification (General)**

**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.**

**38. INTENTIONALLY LEFT BLANK****39. Indemnification**

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

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

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

Service Provider agrees and acknowledges that during the existence of the contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of the contract. Service Provider agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJD 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 TJJD or other state employee. Service Provider shall have no claim against TJJD 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 TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments.

**41. Insurance**

**Section 1:** Service Provider shall maintain liability insurance in the amount of \$1,000,000.00 for each occurrence of negligence. The insurance must also cover injury to a youth that occurs when the youth is in Service Provider's care, custody, or control.

**Section 2:** Service Provider shall provide the TJJD Contracts Department proof of insurance listing TJJD as an additional insured upon contract execution, upon insurance renewal if coverage expires during the contract term (including contract extensions, if any), and upon request.

**Section 3:** The required insurance coverage, in the above-stated amount, must be maintained during the term of this contract and through any subsequent extensions. Failure to maintain the required insurance coverage may result in termination of this contract or sanctions.

**42. Lobbying Prohibition**

Service Provider represents and warrants that 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.

**43. No Conflicts of Interest**

Service Provider represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Service Provider has disclosed in writing to 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.

**44. No Implied Waiver**

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

**45. No Quantity Guarantees**

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

**46. No Third-Party Beneficiaries**

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

**47. Notice**

Any written notice required under this contract will be either through hand delivery or by U.S. Mail, certified, return receipt requested, to Service Provider at the address indicated on 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.

**48. Notice of Changes**

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

**Section 2:** Service Provider shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJD.

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

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

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

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

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

#### **51. INTENTIONALLY LEFT BLANK**

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

**Section 1:** The parties to the contract shall use the procedures contained in this provision for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of the contract, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used.

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

**Section 3:** Formal Resolution:

1. Service Provider or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).
2. The Statement of Problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
3. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, with copies retained by the designated contact and the designated contact's supervisor.

**Section 4:** Appeal: Service Provider or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days from the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to TJJD's Office of General Counsel if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, and copies retained by the designated contact, the designated contact's supervisor, and TJJD's Office of General Counsel.

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

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Service Provider is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Such formats include, but are not necessarily limited to, in a non-encrypted electronic format, PDF, and HTML.

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

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

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

Service Provider agrees that Service Provider or any employees, contractors, subcontractors, or associates providing services on behalf of Service Provider shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Service Provider's care.

#### **56. Sanctions**

**Section 1:** In addition to its authority to terminate this contract under the termination provision or other provisions of this contract, 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. Assessing liquidated damages to the extent allowed by Texas law for each instance of non-compliance; and/or
5. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

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

#### **57. Severability**

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

#### **58. Signature Authority**

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of TJJD and Service Provider and to their representatives, successors, and assigns.

#### **59. Sovereign Immunity**

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

#### **60. INTENTIONALLY LEFT BLANK**

#### **61. 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.

## **62. 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.

## **63. Subcontractors**

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

## **64. Survival**

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

**65. Suspension and Debarment**

Service Provider certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

**66. Termination**

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

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

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

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

**67. INTENTIONALLY LEFT BLANK****68. Unfair Business Practices**

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

**69. INTENTIONALLY LEFT BLANK****70. 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](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.

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

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

This contract was competitively solicited, negotiated and awarded or directly awarded in accordance with applicable State of Texas purchasing statutes, rules, policies, and procedures. State agencies and local governments may use the prices shown in this contract to issue their own contract or may negotiate lower rates based on the increase in capacity. Arrangements for delivery of services are contingent upon mutual agreement of the state agency or local government and Service Provider. The state agency's or local government's contract shall reference the TJJD's contract number and be sent directly to the Service Provider.

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

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

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

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

## **72. 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 TJJD 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 TJJD data. Service Provider should also provide TJJD 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 TJJD or a 3rd party of TJJD's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJD. After completion of the aforementioned obligations, TJJD 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.

### **73. Taxes**

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to TJJD.