

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONTRACT FOR TREATMENT, RE-ENTRY, AND AFTERCARE SERVICES
Contract No.: CON0001726

This contract will become effective **September 1, 2025**, and is by and between **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **Dailey Recovery Service LLC, P.O. Box 33046, Amarillo, Texas 79120**, hereinafter **Service Provider**, for the purpose of providing **Treatment, Re-entry, and Aftercare Services** for TJJD youth. This contract expires on **August 31, 2028**.

This contract made and entered into under the authority of Texas Human Resources Code Sections 201.004 and 242.053 and Texas Government Code Section 2155.143 for the mutual considerations described herein.

This Agreement is composed of the following documents:

1. This contract, including all attachments;
2. Request for Proposal (RFP) #644-25-031325 and addendums, hereby incorporated by reference;
3. Service Provider's proposal dated July 4, 2025 hereby incorporated by reference;
4. Price Form.

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

SECTION I
CONTRACT TERM

A. The initial term of the contract is for three years effective **September 1, 2025 through August 31, 2028** with one (1), two (2) year renewal option. Renewal is based on provided funding is available and all parties agree in writing, via contract amendment, to do so prior to the expiration date. Any renewals shall be at the same terms and conditions, plus any mutually agreed to and approved changes. TJJD has sole authority to renew contract.

Base Term: September 1, 2025 through August 31, 2028

Renewal Option 1: September 1, 2028 through August 31, 2030

SECTION II
SERVICE PROVIDER

A. SCOPE OF SERVICES - TREATMENT, RE-ENTRY, AND AFTERCARE SERVICES:

Service Provider shall provide treatment, re-entry, and aftercare services for TJJD youth in or returning to their homes and communities on parole following out of home placement or commitment to a state-operated TJJD facility. These services may be initiated prior to a youth's release, if appropriate. Service Provider will be responsible for facilitating the program planning process (i.e., individualized, family-centered, strength-based, and needs driven). The services are needed throughout the State of Texas (254 counties).

Service Provider shall:

1. Coordinate with TJJD facilities department staff, community members, families, and schools. Service Provider will assess each youth's individual needs.
2. Be available to provide reentry planning 15-20 days before release from a facility, facilitate sessions at

homes or in the community; and respond to youth and family needs as situations arise.

3. Ensure evidence-based family interventions are implemented using model fidelity.

4. Develop and facilitate all service activities in a manner consistent with best practices, which will include competent, evidence-based and research driven interventions that have been proven to work; if provided according to fidelity for youth within the juvenile justice continuum.

5. Employ and supervise staff; staff that have been trained according to best practices to achieve program objectives according to model fidelity.

6. Bring together programs and services, working within multiple youth serving systems to:

a. Meet the individualized needs of youth and families; and

b. Secure services from a network of providers and complete appropriate service authorization and agreements.

7. Develop an individualized plan with clearly identified goals, objectives, and expected outcomes for each youth placed in the service based on the youth's identified risks and needs. Services may include one or more of the research-based programs listed by the Office of Juvenile Justice Delinquency Prevention (OJJDP) as model programs or the California Evidence-based clearinghouse for child welfare; and focus on services including but not limited to treatment, re-entry, aftercare, family reunification, intensive case management, independent living skills, and vocational training.

8. Service Provider will implement evidence-based practices (EBP) family and individual treatment interventions. These family based EBP should be practices or programs that have peer-reviewed, documented empirical evidence of effectiveness, and use a continuum of integrated policies, strategies, activities, and services whose effectiveness has been proven or informed by research and evaluation. Staff providing such services must be a licensed clinical professional and have received specialized training or credentialing in the EBP. Examples of EBP include: Functional Family Therapy, Multi-Systemic Therapy, Cognitive Behavior Therapy (CBT), Mindfulness-Based Cognitive Therapy, Celebrating Families, Strengthening Families, Trauma- Focused CBT, CBT+, Parent Child Interaction Therapy, Seven Challenges Adolescent Substance Use, Adolescent Community Reinforcement Approach (A-CRA).

B. DOCUMENTATION REQUIREMENTS:

1. Fiscal

a. Service Provider shall submit monthly claims to the TJJD-designated accounting personnel and copy the designated accounting personnel no later than ten (10) workdays from the last day of the month for which payment is requested. Each invoice must be detailed and specific and must contain the name of the youth, the youth's TJJD number or Personalized Identification Number (PID), the number of service hours provided to the youth, the dates of service, and the contract number. Service provider may only bill for services that are on the approved schedule of services agreed to by both TJJD and Service Provider.

b. Service Provider shall notify TJJD Contract Manager in writing of all revenue sources and reimbursements from third parties for any costs or services associated exclusively with a youth served under this contract. Billing more than one revenue source for the same costs or services provided to a single youth is prohibited and shall be recouped or administrative error sanctions shall be imposed as set forth herein. Neither a youth nor his/her parents or guardians will be required to pay for the support of the youth in the program, unless otherwise ordered by a court.

c. Service Provider shall maintain all financial records in accordance with generally accepted accounting principles.

d. Service Provider shall disclose in writing to TJJJ Contract Manager any transactions with **related parties** providing goods or services to Service Provider for which Service Provider is reimbursed under the terms of this awarded contract.

- i. A “**related party**” always includes a family member by blood or marriage, (i.e., spouse, parents, grandparents, child(ren), grandchild(ren), aunt, uncle, niece, nephew, first cousins). In addition, a **related party** is defined as any person or entity involved with Service Provider in any manner that would result in the ability of either party to significantly influence the management or operation of the other. Examples of **related parties** include, but are not limited to, parent companies, subsidiaries, as well as principal investors, owners, or managers and their relatives as listed above.
- ii. Service Provider must report to TJJJ any transaction with a **related party** that could result in excessive profits from its relationship with the **related party**. If excessive profits are found to have occurred, administrative error sanctions may be imposed.
- iii. Any violation of this section can be considered a breach of contract and could result in administrative error sanctions or termination.

e. When a Texas business address is shown herein, that address is, in fact, the legal business address of Service Provider, who meets the definition of a “Texas Bidder” under Texas Administration Code, Title 34, Section 20.32(68).

2. Reports

a. Service Provider shall allow TJJJ access to all youth records and/or information on youth at all times.

b. Service Provider shall submit, for review and approval, a monthly process packet to the parole supervisor no later than ten (10) workdays from the last day of the month. Each process packet must include:

- i. the date services were provided;
- ii. an itemized list of the specific type of service that was rendered;
- iii. copies of the sign in sheets (**Exhibit I**) showing the printed name and signature of each youth and Service Provider conducting the session or copies of TJJJ group attendance logs, as determined by program type;
- iv. the monthly progress reports (includes name of person receiving services);
- v. the weekly notes (includes name of person receiving services); and
- vi. all related service logs, documenting time spent for each youth must also be attached.

C. GENERAL REQUIREMENTS:

1. Service Provider shall, at the request of TJJJ cooperate with or testify in judicial proceedings, legislative and administrative hearings, or investigations.

2. Service Provider shall notify TJJJ if Service Provider is or becomes a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). Service Provider is to secure any HIPAA consent or authorization necessary to provide or obtain TJJJ protected health information.

3. Service Provider shall abide by licensure code of ethics.

4. Service Provider shall maintain and retain records for a minimum of seven (7) years* after the termination of the contract period. If any litigation, claims, disputes, or audit involving these records begins before the seven (7) year period expires, the Service Provider will keep the records and

documents until all litigation, claims, disputes, or audit findings are resolved. Resolution occurs when a final order is issued in litigation, or a written agreement is entered into between TJJD and Service Provider. Contract period means the beginning date through the ending date specified in the original contract or as adjusted by applicable amendment. ***Retention requirements for treatment and education records will be 18 years of age plus 10 years unless otherwise mandated by licensing requirements.**

5. Service Provider shall forward copies of any audits, monitoring, or investigative reports completed on the Service Provider within five (5) workdays of receipt.

6. Service Provider shall allow TJJD to perform monitoring, performance evaluations, investigations, or audits.

a. Service Provider shall provide access to inspect and reproduce all records related to services rendered under this contract. These records are necessary to facilitate monitoring, performance evaluations, investigations, or audits.

b. Records include, but are not limited to: contracts, notes, real property documents, accounting/financial records, written policies and procedures, correspondence, performance evaluation data and reports, and any other information pertinent to revenues, costs, expenses, and performance of services provided under this contract belonging to either Service Provider, its subsidiaries, parent(s) and/or affiliate(s), including subconsultants, subcontractors, and employees, and any and all **related parties** to the contract. A **“related party”** is discussed and defined above.

c. Upon request by TJJD, during reasonable business hours, Service Provider shall provide facilities to the requesting entity to perform any of the functions listed in this subsection, as well as adequate and appropriate work space and copier.

7. Service Provider will provide services in their specified service locations and indicate the addresses of each location. The counties in which services will be provided, to be known as their “Service Area”, are listed in **Exhibit C**. **Exhibit C** also indicates where services will be performed from the following possible locations:

8. Service Provider shall provide information deemed necessary by TJJD to complete any state-required reports related to the services provided under this contract.

9. Service Provider shall maintain records and submit reports containing such data and information regarding the performance of Service Providers’ services or other data relating to the awarded contract as may be requested by TJJD.

10. Service Provider shall establish procedures, as approved by TJJD, to document fiscal and service delivery data regarding treatment, re-entry, and aftercare services.

11. Service Provider shall, in a format approved by TJJD, develop and submit to TJJD quarterly written reports on fiscal and programmatic trends, as well as an annual report. Programmatic reports shall include a description of Service Provider’s progress in implementing the provisions under this contract, any pertinent facts, and any staff changes and reasons for any such changes. Service Provider shall state whether it is or is not progressing satisfactorily in achieving the terms under this contract and if not, shall specify what steps will be taken to achieve satisfactory progress. Annual reports shall be submitted to the Senior Director for Probation and Community Services by December 1 of each new fiscal year.

12. Service Provider shall, in a format approved by TJJD, develop and submit to TJJD monthly written reports on resource development, such as, but not limited to, the number of resources, type of resources, and resource updates. Service Providers shall include current copies of clinical licensure of staff. Service Provider shall report any complaints made to the licensing board regarding Service Provider no less than 24 hours after notice that a complaint has been received.

13. Service Provider shall comply with all federal, state and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Service Provider shall furnish TJJD with satisfactory proof of its compliance.
14. Service Provider must comply with all TJJD policies and procedures related to safety and security of youth. Service Provider must report all criminal charges or traffic violations. Service Provider must also complete TJJD form HR-038 and submit to TJJD Contract Manager in doing so. The Contract Manager may require additional information.
15. Service Provider shall meet applicable TJJD background check, PREA training, confidentiality policies and audits.
16. Service Provider must adhere to the individual licensee's code of conduct and code of ethics.
17. Service Provider shall correct all service defects within a time period reasonable for the severity of the defect as per agreed upon service levels.

D. MEASURES OF PERFORMANCE AND QUALITY OF SERVICES:

1. TJJD has adopted a system of evaluating program effectiveness and promoting continuous improvement by: monitoring compliance with the contract agreement; identifying and monitoring targeted performance measures; evaluating the quality-of-service delivery; requiring corrective action for any identified area(s) of deficiency; setting and modifying goals to maximize performance; and sustaining continuous improvement. The basis for program evaluation and monitoring, include, but are not limited to, the following:
 - a. To allow for evaluation and monitoring, Service Provider shall cooperate with and allow periodic announced and/or unannounced on-site program monitoring;
 - b. Service Provider's progress towards individual treatment outcomes based on identified needs;
 - c. Service Provider's responsibility for monitoring the operations of the program and correcting deficiencies as they occur; and
 - d. Service Provider's consistency in taking appropriate action within the time period specified by TJJD to correct findings and deficiencies identified during any and all monitoring visits.
2. TJJD monitoring staff and the Service Provider may discuss and mutually agree on additional performance measures and standards for each type of treatment service.
3. Service Provider recognizes that Service Provider is paid to deliver the services specified herein. Service Provider shall be required to meet a minimum **Acceptable Quality Level (AQL)**. The AQL is defined as the level of service at which the program will operate properly as agreed upon under this contract and below which contract payment may be withheld until corrective actions are taken. In addition, if service remains below the AQL without required corrective actions being taken, damages may be assessed. Service Provider is required to ensure the AQL is maintained at all times during the performance of this contract.
4. In order to evaluate the quality-of-service delivery and progress toward treatment outcomes, Service Provider shall be subject to performance standards that will measure their progress in meeting the goals of the treatment services being provided. TJJD may conduct on-site reviews, desk reviews, or both during the term of this contract. Prior to any review, a monitoring form will be provided, describing the areas to be monitored and reviewed. At a minimum, Service Provider will be reviewed annually in meeting the included Measures of Service and Performance Measures listed below. Additional measures of service and performance measures can be negotiated.

5. Vendor performance will be reported in the Vendor Performance Tracking System (VPTS) on a regular basis.

E. MEASURES OF SERVICE:

1. Provide youth timely access to treatment by completing an initial assessment within fourteen (14) calendar days of receiving a referral. Services will not begin until TJJD has approved the initial assessment, schedule of services, program rates, and costs are agreed to.
2. Have youth receiving services within seven (7) calendar days after TJJD's approval of the initial assessment and schedule of services.
3. Provide youth the requisite number of hours of service (face-to-face or telehealth contacts) per week/month. The required number of service hours per youth will depend upon the specific programming provided and service delivery hours. TJJD monitoring staff and the Service Provider will discuss and mutually agree on the final terms.
4. The potential target population for treatment, re-entry, and aftercare services will be adjudicated male and female youth, ages 10-19, who are youth transitioning from an out of home placement or TJJD state-operated facility to parole. Service Provider should further refine the portion of the target population whom they see as the best fit for their programs and services.
5. Service Provider will be expected to periodically review their programs for adherence to the intended target population. Should the review indicate that youth outside of the target population are being referred to the program, Service Provider will communicate that finding to TJJD as appropriate. TJJD and Service Provider will discuss and mutually agree on whether those youth will remain in the program.
6. All youth receiving services will receive at least one referral to a sustainable community-based service or support along with a discharge summary including additional information and referrals as needed.

F. PERFORMANCE MEASURES:

1. Youth served will show increased protective factors and decreased risk factors on the Positive Achievement Change Tool (PACT) assessment or another approved risk and needs assessment instrument. The specific domains measured, as well as the timing of the pre and post assessments, will be dependent on the services provided. Specific terms will be discussed and mutually agreed upon by TJJD and Service Provider.
2. Youth served will successfully complete parole at higher rates than similar youth who do not participate in the program. The characteristics of similar youth, and the corresponding completion rate, will depend upon the target population and be determined by TJJD and Service Provider. (Note that agency wide, among youth ending parole in FY2015, 45% of parolees successfully completed parole.)
3. Youth receiving services will recidivate at lower rates than similar youth who are not receiving services (recidivism is defined as: revocation, rearrest, or reincarceration/incarceration within 12 months of release from an out of home placement or a TJJD state-operated facility).

G. SERVICE REQUIREMENTS:

Service Provider agrees to the following with regard to providing treatment, re-entry, and aftercare services for TJJD youth:

1. As applicable, Service Provider must be licensed in the State of Texas before any services are rendered pursuant to this contract. All counselors providing services to TJJD youth must be properly qualified and credentialed and pre-approved by TJJD before any services are rendered.

The required licenses in the State of Texas for these services are:

Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), and/or Licensed Alcohol and Drug Counselor (LCDC), and/or Licensed Professional Counselor (LPC) Intern/Associate and LMSW who are supervised by an approved licensed clinician.

2. Review the youth's TJJD assessment, treatment plan, and discharge/transition summary or other treatment records and recommendations for treatment based on youth's risk and protective factors at the point of implementing treatment. Conduct an initial clinical assessment of needs.

3. Conduct an initial (face-to-face or telehealth) interview with youth to determine youth's understanding of the treatment needs identified above and to establish the basis for developing the youth's treatment plan.

4. If services are to be provided in a youth's home (face-to-face), a safety plan must be approved by TJJD prior to services beginning. If services are provided in the home, this type of service location must be relevant to the youth's needs.

5. Documentation of any collateral contact/case management: Collateral contacts could include attending Admissions Review and Dismissal (A.R.D.) meetings, Community Resource Coordination Group (C.R.C.G.) staffing and development of the treatment plan, interview and evaluation of youth, meetings with TJJD staff, coordinating care with psychiatric providers, and monthly progress reports.

6. Service Provider shall submit copies of monthly progress reports to TJJD that include the following information:

- a. The youth's progress toward reducing risk factors and increasing protective factors related to treatment;
- b. Summary of the youth's participation in clinical services provided;
- c. Copy of the youth's Community Re-Entry Plan-Transition (CRP-T) and Individualized Treatment Plan (ITP) that summarizes the youth's movement towards completing the objectives stated, participation in services provided, relevant behavior, and barriers identified;
- d. A copy of the revised CRP-T and ITP for the next month with revised objectives, strategies, or approaches;
- e. Documentation of all collateral contacts made; and
- f. Copies of dated weekly sign-in sheets showing the printed name and signature of each youth and Service Provider conducting the session or TJJD group attendance logs as designated by program type and as approved by TJJD. For telehealth documentation, the weekly sign-in sheet must show the printed name of each youth and awarded respondent conducting the session.

7. Service Provider will provide services in the counties within their Service Area(s) as identified in **Exhibit C**. Services are defined as in office (face-to-face or telehealth, early engagement), out of office (face-to-face), and in home (face-to-face) services. If services are provided through telehealth, prior approval by TJJD is required before services begin. Telehealth services location will be considered in office and shall have been determined relevant and necessary to meet treatment needs of the youth. If services are provided through the telephone, prior approval by TJJD is required before services begin. Telephone services location will be considered in office and shall be determined relevant and necessary to meet treatment needs of the youth.

8. If an NTE is provided in this contract and Service Provider's billable services exceed the "not to exceed" (NTE) amount for this contract, Service Provider will risk having payment delayed until a contract amendment is executed to increase the NTE amount.

9. Based on services provided, 40% of youth will complete the treatment program. For those youth served, demonstrate an increase in protective factors and a reduction in risk factors in the type of treatment service provided.

10. Service Provider will be required to first seek payment through Medicaid, if Service Provider is a Medicaid provider, for Medicaid covered services provided to TJJD youth who are Medicaid recipients and/or by filing insurance claims for TJJD youth who have insurance coverage. Prior to approving service provisions for serving a particular TJJD youth or his or her family, Service Provider must submit a billing plan indicating whether Medicaid, private insurance, or the TJJD will be billed for each service. Invoices submitted to TJJD for payment will be reviewed and returned with a reminder to bill the appropriate party if services are determined to be reimbursable by Medicaid (if a Medicaid provider) or private insurance. For services provided to TJJD youth for which Service Provider cannot receive payment through Medicaid or insurance, Service Provider shall submit an invoicing cover sheet (**Exhibit H**), monthly invoice, with sign-in sheets (**Exhibit I**) and monthly progress reports to the designated TJJD billing location for services provided, no later than ten (10) working days from the last day of the month for which payment is requested. If a claim is rejected by Medicaid and/or the insurer, Service Provider shall submit an invoice for payment of the claim with the required backup documentation and evidence of claim rejection to the designated TJJD billing location no later than ten (10) working days from the date of notification of rejection. All invoices shall contain the name and TJJD number of the youth for whom services were provided, the date said services were provided, and a description of the services rendered. Completed sign-in sheets (**Exhibit I**) and monthly progress reports shall be included with the invoice as backup documentation. If the invoice or backup documentation is erroneous or incomplete, it will delay the processing of the invoice. Payment will be made in accordance with Chapter 2251 of the Texas Government Code.

11. Missed appointment (no-show): In the event that a youth is not available for a scheduled appointment. TJJD will pay for two (2) missed appointments per youth within one month if Service Provider determines that the youth can no longer remain in the program due to absences or behavioral issues. A decision will be made between the parties as to whether the youth will remain in the program. Service Provider may bill for half of hourly rate for these missed appointments.

H. DELIVERABLES:

The following are the requirements and expectations for all deliverables:

1. Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the Regional Parole Manager, Parole Supervisor or designee.
2. All deliverables must be submitted in a format approved by the Regional Parole Manager, Parole Supervisor or designee.
3. If the deliverable cannot be provided within the scheduled timeframe, the Service Provider is required to contact the Regional Parole Manager or designee 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 deliverable.
4. A request for a revised schedule must be reviewed and approved by the Regional Parole Manager or designee before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
5. TJJD will complete a review of each submitted deliverable within five (5) working days from the date of receipt unless otherwise stated by TJJD.
6. Relevant quality assurance processes that will apply, such as change management, acceptance, and risk and issue management.

I. INVOICING:

Service Provider will submit invoices to the TJJD Claims Department via email at HOUInvoice@tjtd.texas.gov and/or via regular mail to, P. O. Box 12757, Austin, Texas 78711 or 1801 N. Congress, Austin, Texas 78701. Payment will be made within thirty (30) days from receipt of an invoice

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

J. Prison Rape Elimination (PREA) and Preventing Sexual Misconduct Overview for TJJJ's Service Provider (Exhibit F)

The Service Provider must provide the **Exhibit F** to each of its staff who will provide services to TJJJ under this contract. Staff must read and complete the training and sign, as acknowledgement, the document. The Service Provider must email the signed copies to TJJJ.

SECTION III TJJJ

For and in consideration of the services provided to TJJJ youth, the TJJJ will perform the following:

1. Determine which youth are eligible for referral to Service Provider's program and make appropriate referrals.
2. Approve Service Provider's Service Area, treatment program, and plan prior to commencement of services.
3. Pay up to **twenty thousand dollars (\$20,000.00)** as the "not to exceed" (NTE) amount for the term of this contract.
4. Service Provider may be at risk of having payment delayed if Service Provider's invoice exceeds this amount until an amendment is executed to change the amount;
5. Ensure that terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code and Texas Government Code Section 403.0551 that payment owing to Service Provider under this contract will be applied toward elimination of Service Provider's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Texas Comptroller administers or collects until the indebtedness or delinquency is paid in full.
6. Take appropriate action if notified of youth or family not being available for scheduled visit.
7. TJJJ will pay for two missed appointments per youth, up to 1 hour per session within one month. If Service Provider determines that the youth can no longer remain in the program due to absences or behavioral issues, they shall contact TJJJ immediately. A decision will be made between the parties as to whether the youth will remain in the program. TJJJ may be billed for half of hourly rate for these missed appointments
8. Remove youth from Service Provider's program when conditions exist that threaten the health, safety, or welfare of TJJJ youth in the program.
9. At the time of referral, provide Service Provider with the following:
 - a. Most recent psychological evaluation;
 - b. Youth's success plan information to include the youth's goals, plans to achieve goals, and barriers to goal achievement;
 - c. Release or Transition Community Re-Entry Plan -Transition (CRP-T); and

- d. Discharge Summary from specialized treatment program.
10. Forward the Parole CRP-T to the Service Provider whenever the CRP-T is updated or revised.
11. Ensure all counselors providing services to youth are approved by TJJJ prior to services being provided and based on criteria established by TJJJ.
12. Maintain records of all approvals by TJJJ.
13. Attachments and Exhibits included and made part of the contract are:

- Exhibit A-Execution of Offer
- Exhibit B-Price Form
- Exhibit C-Service Area
- Exhibit D-Terms and Conditions
- Exhibit E – HUB Documentation
- Exhibit F-Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Overview for TJJJ's Service Providers
- Exhibit G-Parole Regional Map
- Exhibit H – Invoice Cover Sheet
- Exhibit I –Sign-in Sheet

SECTION IV NOTICES

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: **1801 N. Congress, Austin, Texas 78701**, and to Service Provider at **Address**. The following is additional contact information for purposes of this contract:

Service Provider Contact Information:

Lidia Dailey, Executive Director
PO Box 33046
Amarillo, Texas 79107
Phone: (806) 803-9640
Email: lidia@drsamarillo.com

TJJJ Technical Information Contact:

Marqus Butler, Manager, Reentry
Parole Services Department
1801 N Congress Ave., Ste. 13.1400
Austin, Texas 078701
Phone: 512-490-7768
Email: Marqus.Butler@tjjd.texas.gov

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

For the Texas Juvenile Justice Department:

[Redacted]

10/06/2025

Shandra Carter, Executive Director

Date

For Service Provider:

[Redacted]

9.23.25

Lidia Dailey, Executive Director

Date

Exhibit A
Execution of Offer

Found in Service Provider's proposal, reference to in the contract

EXHIBIT A EXECUTION OF OFFER

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

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted 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:
Lidia Dailay	[REDACTED]	100%

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

LSD

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 TJJJ or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. Respondent also certifies by signature that it is not ineligible to receive the contract pursuant to Section 2252.152 of the Texas Government Code which prohibits TJJJ from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code.

Respondent certifies that Respondent, and, if applicable, any of its holding companies or subsidiaries, is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. section 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. section 791.4.

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

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

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

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

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

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

RESPONDENT (COMPANY): Daily Recovery Service LLC
SIGNATURE (INK): Lidia Daila
NAME (TYPED/PRINTED) Lidia Daila
TITLE: Executive Director DATE: 7.4.25
EMAIL ADDRESS: lidia@arsaman.com

lele

STREET:



CITY/STATE/ZIP:

Amarillo TX 79107

TELEPHONE AND FACSIMILE NO.:

1-877-339-0145

PAYEE IDENTIFICATION NUMBER:



or

FEDERAL TAXPAYER IDENTIFICATION NUMBER:



67

EXHIBIT B PRICE FORM
SOLICITATION No. 644-25-031325

RESPONDENT NAME:

INSTRUCTIONS TO RESPONDENT: RESPONDENT SHALL INPUT A UNIT PRICE FOR EACH LINE ITEM OR RESPONSE WILL BE CONSIDERED NON-RESPONSIVE. A UNIT PRICE OF \$0.00 ON ANY LINE ITEM WILL BE CONSIDERED NON-RESPONSIVE.

Having carefully examined all the specifications and requirements of this solicitation and any attachments thereto, the Respondent proposes to furnish the services required pursuant to this solicitation.

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

Provide firm fixed Unit per hour rates for services listed in the table below for service contract.

Payments to awarded Respondent will vary depending on number of actual referrals of participants.

THERE IS NO GUARANTEED NUMBER OF REFERRALS.

Direct Care Services Delivered by Licensed Professional (e.g., LPC, LCSW, LMFT, LCDC)

Line #	DESCRIPTION OF SERVICE	Hourly Rate	Per Hour	Total Cost
1	Family Counseling with Youth (Face to Face or Telehealth)	\$ 78.49	1	\$ 78.49
2	Family Counseling without Youth (Face to Face or Telehealth)	\$ 78.49	1	\$ 78.49
3	Crisis Intervention with/ Youth Family (Face to Face or Telehealth)	\$ 78.49	1	\$ 78.49
4	Parent Training (Face to Face or Telehealth)	\$ 78.49	1	\$ 78.49
5	Family Reunification Program (face to Face or Telehealth)	\$ 78.49	1	\$ 78.49
6	Other: please specify	\$ -	1	\$ -
7	Other: please specify	\$ -	1	\$ -

Other Professional Services

Line #	DESCRIPTION OF SERVICE	Hourly Rate	Per Hour	Total Cost
8	Wrap-around (face-to-face)	\$ 62.79	1	\$ 62.79

40

EXHIBIT B PRICE FORM
SOLICITATION No. 644-25-031325

9	Youth Mentoring (face-to-face)	\$ 62.79	1	\$ 62.79
10	Animal Therapy (face-to-face)	\$ 60.00	1	\$ 60.00
11	Gang Intervention (face-to-face)	\$ 20.00	1	\$ 20.00
12	Anger Management (face-to-face or telehealth)	\$ 20.00	1	\$ 20.00
13	Independent Living (face-to-face)	\$ 20.00	1	\$ 20.00
14	Therapeutic Foster Care	\$ 78.49	1	\$ 78.49
15	Intensive Case Management(face-to-face)	\$ 66.00	1	\$ 66.00
16	Care Coordination (face-to-face)	\$ 66.00	1	\$ 66.00
17	Life Skills Program (face-to-face)	\$ 20.00	1	\$ 20.00
18	Youth Assistance/Advocacy (face-to-face)	\$ 62.78	1	\$ 62.78
19	Job Readiness Skills training (face-to-face)	\$ 20.00	1	\$ 20.00
20	Recovery Coach	\$ 62.79	1	\$ 62.79
21	Vocational Training/Program	\$ 20.00	1	\$ 20.00
22	Other: please specify	\$ -	1	\$ -
Supportive (Non-Direct Care) Services				
Line #	DESCRIPTION OF SERVICE	Hourly Rate	Per Hour	Hourly Rate
23	Missed Appointments- not to exceed 2 per youth per month.	\$ -	1	\$ -

71

EXHIBIT B PRICE FORM
SOLICITATION No. 644-25-031325

24	Other: please specify	\$ -	1	\$ -
TOTAL FOR ALL LINES ON SCHEDULE				\$ 1,034.09

72

EXHIBIT B.1 SECONDARY SERVICE AREA PRICE FORM
SOLICITATION No. 644-25-031325

RESPONDENT NAME:

INSTRUCTIONS TO RESPONDENT: RESPONDENT SHALL INPUT A UNIT PRICE FOR EACH LINE ITEM OR RESPONSE WILL BE CONSIDERED NON-RESPONSIVE. A UNIT PRICE OF \$0.00 ON ANY LINE ITEM WILL BE CONSIDERED NON-RESPONSIVE.

Having carefully examined all the specifications and requirements of this solicitation and any attachments thereto, the Respondent proposes to furnish the services required pursuant to this solicitation.

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

Provide firm fixed Unit per hour rates for services listed in the table below for service contract.

Payments to awarded Respondent will vary depending on number of actual referrals of participants.

Reimbursement for travel or service delivery to youth in rural areas may be considered as a part of the unit per hour rate or specified as "other" in non-direct supportive services category.

THERE IS NO GUARANTEED NUMBER OF REFERRALS.

Direct Care Services Delivered by Licensed Professional (e.g., LPC, LCSW, LMFT, LCDC)

Line #	DESCRIPTION OF SERVICE	Hourly Rate	Per Hour	Total Cost
1	Family Counseling with Youth (Face to Face or Telehealth)	\$ 78.49	1	\$ 78.49
2	Family Counseling without Youth (Face to Face or Telehealth)	\$ 78.49	1	\$ 78.49
3	Crisis Intervention with/ Youth Family (Face to Face or Telehealth)	\$ 78.49	1	\$ 78.49
4	Parent Training (Face to Face or Telehealth)	\$ 78.49	1	\$ 78.49
5	Family Reunification Program (face to Face or Telehealth)	\$ 78.49	1	\$ 78.49
6	Other: please specify		1	\$
7	Other: please specify	\$	1	\$

Other Professional Services

Line #	DESCRIPTION OF SERVICE	Hourly Rate	Per Hour	Total Cost
--------	------------------------	-------------	----------	------------

73

EXHIBIT B.1 SECONDARY SERVICE AREA PRICE FORM
SOLICITATION No. 644-25-031325

8	Wrap-around (face-to-face)	\$ 62.79	1	\$ 62.79
9	Youth Mentoring (face-to-face)	\$ 62.79	1	\$ 62.79
10	Animal Therapy (face-to-face)	\$ 60.00	1	\$ 60.00
11	Gang Intervention (face-to-face)	\$ 20.00	1	\$ 20.00
12	Anger Management (face-to-face or telehealth)	\$ 20.00	1	\$ 20.00
13	Independent Living (face-to-face)	\$ 20.00	1	\$ 20.00
14	Therapeutic Foster Care	\$ 78.49	1	\$ 78.49
15	Intensive Case Management(face-to-face)	\$ 66.00	1	\$ 66.00
16	Care Coordination (face-to-face)	\$ 66.00	1	\$ 66.00
17	Life Skills Program (face-to-face)	\$ 20.00	1	\$ 20.00
18	Youth Assistance/Advocacy (face-to-face)	\$ 62.79	1	\$ 62.79
19	Job Readiness Skills training (face-to-face)	\$ 20.00	1	\$ 20.00
20	Recovery Coach	\$ 62.79	1	\$ 62.79
21	Vocational Training/Program	\$ 20.00	1	\$ 20.00
22	Other: please specify	\$ -	1	\$ -

Supportive (Non-Direct Care) Services

Line #	DESCRIPTION OF SERVICE	Hourly Rate	Per Hour	Hourly Rate
--------	------------------------	-------------	----------	-------------

711

EXHIBIT B.1 SECONDARY SERVICE AREA PRICE FORM
SOLICITATION No. 644-25-031325

23	Missed Appointments- not to exceed 2 per youth per month.	\$	1	\$
24	Other: please specify	\$	1	\$
TOTAL FOR ALL LINES ON SCHEDULE				\$ 1,034.10

75

**EXHIBIT C
Service Area**

The service area selected below is considered your primary service area. Respondent may propose additional service areas at different rates using a separate Exhibit C.1 labeled "SECONDARY SERVICE AREA" at the rates in Fee Schedule of Services (Exhibit B.1) labeled "SECONDARY AREA FEE SCHEDULE"

Respondent is proposing to provide the services at the rates in Fee Schedule of Services (Exhibit B) for the following counties, to be defined as my "Service Area".

SERVICE AREA COUNTY(S): Primary Service Area

At Specific Service Locations Identified in Proposal (in the counties listed below)

All Counties in Region 4

DESIGNATED LOCATION(S) FOR SERVICE:

Respondent will indicate the delivery method of services for each location where services will be provided, to be known as their "service area":

TJJD high-restriction facilities (TJJD Institution) by:

Face to Face Telehealth

TJJD Halfway House by:

Face to Face Telehealth

TJJD Parole or District Office by:

Face to Face Telehealth

In Youth's home, once approval has been granted by the contracting agency or by:

Telehealth

EXHIBIT C | Service Area

The service area selected below is considered your primary service area. Respondent may propose additional service areas at different rates using a separate Exhibit C.1 labeled "SECONDARY SERVICE AREA" at the rates in Fee Schedule of Services (Exhibit B.1) labeled "SECONDARY AREA FEE SCHEDULE"

Respondent is proposing to provide the services at the rates in Fee Schedule of Services (Exhibit B) for the following counties, to be defined as my "Service Area".

SERVICE AREA COUNTY(S): Secondary service Area

At Specific Service Locations Identified in Proposal (in the counties listed below)

All counties in Region 1

DESIGNATED LOCATION(S) FOR SERVICE:

Respondent will indicate the delivery method of services for each location where services will be provided, to be known as their "service area":

TJJD high-restriction facilities (TJJD Institution) by:

Face to Face Telehealth

TJJD Halfway House by:

Face to Face Telehealth

TJJD Parole or District Office by:

Face to Face Telehealth

In Youth's home, once approval has been granted by the contracting agency or by:

Telehealth

EXHIBIT C 2
Service Area

The service area selected below is considered your primary service area. Respondent may propose additional service areas at different rates using a separate Exhibit C.1 labeled "SECONDARY SERVICE AREA" at the rates in Fee Schedule of Services (Exhibit B.1) labeled "SECONDARY AREA FEE SCHEDULE"

Respondent is proposing to provide the services at the rates in Fee Schedule of Services (Exhibit B) for the following counties, to be defined as my "Service Area".

SERVICE AREA COUNTY(S): Tertiary Service Area

At Specific Service Locations Identified in Proposal (in the counties listed below)

All counties in Region 2

DESIGNATED LOCATION(S) FOR SERVICE:

Respondent will indicate the delivery method of services for each location where services will be provided, to be known as their "service area":

TJJD high-restriction facilities (TJJD Institution) by:

- Face to Face Telehealth

TJJD Halfway House by:

- Face to Face Telehealth

TJJD Parole or District Office by:

- Face to Face Telehealth

In Youth's home, once approval has been granted by the contracting agency or by:

- Telehealth

EXHIBIT C ^B
Service Area

The service area selected below is considered your primary service area. Respondent may propose additional service areas at different rates using a separate Exhibit C.1 labeled "SECONDARY SERVICE AREA" at the rates in Fee Schedule of Services (Exhibit B.1) labeled "SECONDARY AREA FEE SCHEDULE"

Respondent is proposing to provide the services at the rates in Fee Schedule of Services (Exhibit B) for the following counties, to be defined as my "Service Area".

SERVICE AREA COUNTY(S): Fourth Service Area

At Specific Service Locations Identified in Proposal (in the counties listed below)

All Counties in Region 3

DESIGNATED LOCATION(S) FOR SERVICE:

Respondent will indicate the delivery method of services for each location where services will be provided, to be known as their "service area":

TJJD high-restriction facilities (TJJD Institution) by:

- Face to Face Telehealth

TJJD Halfway House by:

- Face to Face Telehealth

TJJD Parole or District Office by:

- Face to Face Telehealth

In Youth's home, once approval has been granted by the contracting agency or by:

- Telehealth

BB

EXHIBIT C 4
Service Area

The service area selected below is considered your primary service area. Respondent may propose additional service areas at different rates using a separate Exhibit C.1 labeled "SECONDARY SERVICE AREA" at the rates in Fee Schedule of Services (Exhibit B.1) labeled "SECONDARY AREA FEE SCHEDULE"

Respondent is proposing to provide the services at the rates in Fee Schedule of Services (Exhibit B) for the following counties, to be defined as my "Service Area".

SERVICE AREA COUNTY(S): Fifth Service Areas

At Specific Service Locations Identified in Proposal (in the counties listed below)

All counties in Region 5.

DESIGNATED LOCATION(S) FOR SERVICE:

Respondent will indicate the delivery method of services for each location where services will be provided, to be known as their "service area":

TJJD high-restriction facilities (TJJD Institution) by:

- Face to Face Telehealth

TJJD Halfway House by:

- Face to Face Telehealth

TJJD Parole or District Office by:

- Face to Face Telehealth

In Youth's home, once approval has been granted by the contracting agency or by:

- Telehealth

56

EXHIBIT C
Service Area

The service area selected below is considered your primary service area. Respondent may propose additional service areas at different rates using a separate Exhibit C.1 labeled "SECONDARY SERVICE AREA" at the rates in Fee Schedule of Services (Exhibit B.1) labeled "SECONDARY AREA FEE SCHEDULE"

Respondent is proposing to provide the services at the rates in Fee Schedule of Services (Exhibit B) for the following counties, to be defined as my "Service Area".

SERVICE AREA COUNTY(S): Sixth Service Area

At Specific Service Locations Identified in Proposal (in the counties listed below)

Region 6 All counties in Region 6

DESIGNATED LOCATION(S) FOR SERVICE:

Respondent will indicate the delivery method of services for each location where services will be provided, to be known as their "service area":

TJJD high-restriction facilities (TJJD Institution) by:

- Face to Face Telehealth

TJJD Halfway House by:

- Face to Face Telehealth

TJJD Parole or District Office by:

- Face to Face Telehealth

In Youth's home, once approval has been granted by the contracting agency or by:

- Telehealth

EXHIBIT C
Service Area *ce*

The service area selected below is considered your primary service area. Respondent may propose additional service areas at different rates using a separate Exhibit C.1 labeled "SECONDARY SERVICE AREA" at the rates in Fee Schedule of Services (Exhibit B.1) labeled "SECONDARY AREA FEE SCHEDULE"

Respondent is proposing to provide the services at the rates in Fee Schedule of Services (Exhibit B) for the following counties, to be defined as my "Service Area".

SERVICE AREA COUNTY(S): *seventh service Area*

At Specific Service Locations Identified in Proposal (in the counties listed below)

Region 7 All counties in Region 7

DESIGNATED LOCATION(S) FOR SERVICE:

Respondent will indicate the delivery method of services for each location where services will be provided, to be known as their "service area":

TJJD high-restriction facilities (TJJD Institution) by:

- Face to Face Telehealth

TJJD Halfway House by:

- Face to Face Telehealth

TJJD Parole or District Office by:

- Face to Face Telehealth

In Youth's home, once approval has been granted by the contracting agency or by:

- Telehealth

Exhibit D

TERMS AND CONDITIONS

By responding to the solicitation, or fulfilling the contract, procurement, or agreement, the Vendor agrees to the terms and conditions below, which apply to and become a part of every Texas Juvenile Justice Department (TJJD) purchase. Only mutually written exceptions will be valid.

The following are conforming terms for purposes of these Terms and Conditions. References to a Contract may correspond to Bid, Application, Response, Proposal. References to Vendor may correspond to "Bidder/Offeror/Applicant/Proposer/Respondent/Contractor/Service Provider." Reference to the Solicitation may correspond to one of the types of solicitation methods (i.e., IFB, RFO, RFP). Any specification in the solicitation or subsequent contract that conflicts with these terms and conditions takes precedence.

All references to "days" shall be calendar days unless specified otherwise. Vendor and TJJD herein may be referred to individually as a "Party" and collectively as the "Parties."

1. Americans with Disabilities Act

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

2. Antitrust Affirmation

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

3. Assignment

Vendor 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 provision is void and without effect.

4. Intentionally Left Blank

5. Buy Texas Affirmation

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

6. Change in Law and Compliance with Laws

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

7. Child Support Obligation Affirmation, Section 231.006, Texas Family Code

Under Section 231.006 of the Family Code, the Vendor certifies that the individual or business entity named in this Contract 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 in addition to other remedies set out in 231.006(f). 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) of the Texas Family Code.

8. Intentionally Left Blank

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

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

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

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

11. Intentionally Left Blank

12. Confidentiality

- a. Vendor agrees that all of its employees, contractors, subcontractors, or associates will comply with all state and federal law and with TJJJ policies regarding maintaining the confidentiality of TJJJ youth, including, but not limited to, maintaining confidentiality of youth records and identifying information.
- b. Vendor agrees that all information regarding TJJJ and/or its youth that is gathered, produced, or otherwise derived from the Contract shall remain confidential and subject to release only by written permission of TJJJ and in accordance with all state and federal laws.
- c. Vendor employees, contractors, subcontractors, or associates who visit any TJJJ facility will comply with that facility's security regulations.
- d. Identifying pictures, appearances, films, or reports of TJJJ youth may not be disclosed by Vendor without the written consent of TJJJ, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

13. Contract Amendment and Merger Clause

The 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 the Contract. No other contracts or agreements, oral or written, shall constitute a part of the Contract unless such is made in writing, executed by the Parties hereto or their successors, and expressly made a part of the Contract.

- a. **Bilateral Amendment:** Except as provided for in the Unilateral Amendment section below, the Contract can only be changed by a Bilateral Amendment or supplemented in writing, executed by both Parties hereto or their successors, and expressly made a part of the Contract.
- b. **Unilateral Amendment.** A Unilateral Amendment will be effective on the date that is specified in the Unilateral Amendment. TJJD has sole discretion to issue a Unilateral Amendment to modify a contract's requirements, terms, or conditions as follows:
 1. Minor administrative changes to correct typographical errors;
 2. Change the TJJD contract identification number;
 3. Changes to incorporate new or revised state or federal laws, regulations, rules, or policies;
 4. Increase the "not to exceed" amount or contract rates (if applicable) necessary for continuation of services;
 5. Update Vendor's name as recorded by the Secretary of State, as required by law, or as authorized by TJJD; and
 6. Change either Party's contact information.

14. Intentionally Left Blank

15. COVID-19 Vaccine Passport Prohibition

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

16. Intentionally Left Blank

17. Cybersecurity Training

Vendor shall ensure that any Vendor employee or subcontractor or employee who has access to a state computer system or database shall complete a cybersecurity training program under Section 2054.5192 of the Texas Government Code. Such training is required to occur during the contract term and renewal period. Vendor shall provide TJJD with verification of the completion of the requisite training.

18. Damage to Government Property

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

19. Intentionally Left Blank

20. Dealings with Public Servants Affirmation

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

21. Debts and Delinquencies Affirmation

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

22. Disaster Recovery Plan

In accordance with 13 TAC § 6.94(a)(9), Vendor 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.

23. Intentionally Left Blank

24. Intentionally Left Blank

25. Dispute Resolution

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

26. Intentionally Left Blank

27. Drug-Free Workplace

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

28. E-Verify Program

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

1. all persons employed by Vendor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Vendor to perform work pursuant to the Contract within the United States of America.

Vendor shall provide, upon written request by TJJD, an electronic or hard copy screenshot of the confirmation that Vendor is enrolled in E-Verify. Vendor shall provide, upon written request by 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 Vendor 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 Vendor has violated the certifications set forth in this provision, then (1) Vendor 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,

Vendor shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated Contract.

29. Intentionally Left Blank

30. Entities that Boycott Israel

Pursuant to Section 2271.002 of the Texas Government Code, Vendor 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 any contract executed with TJJD. Vendor shall state any facts that make it exempt from the boycott certification in its Response.

31. Equal Employment Opportunity

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

32. Excess Obligations Prohibited - Funding Out Clause

- a. The Contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJD's or Vendor'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 Section, TJJD will not be liable to Vendor for any damages, that are caused or associated with such termination, or cancellation, and TJJD will not be required to give prior notice.
- b. TJJD is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

33. Excluded Parties

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

34. Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the Contract was the executive head of TJJD, or (3) a person who employs a current or former executive head of TJJD.

35. False Statements

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

36. Federal Confidentiality Compliance

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

37. Financial Participation Prohibition Affirmation

Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

38. Fingerprinting and Background Check

A. Unless Vendor is addressed in Section B below, Vendor shall:

1. As directed by TJJD, provide information for each person providing services under this Contract with access to TJJD youth or youth records to perform a criminal background check, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Vendor 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 Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer 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. Within 24 hours of becoming aware of the information, notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer who works with TJJD youth, 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 shall be immediately suspended from working under this Contract unless authorized by TJJD's Director of Human Resources.

B. Vendor 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. Vendor must provide sufficient information to allow TJJD to verify DFPS clearance; and,
 - b. Vendor 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 Vendor employee, agent, consultant, subcontractor, subcontractor employee, or volunteer in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

39. Intentionally Left Blank

40. Force Majeure

Neither Vendor nor TJJD shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such

causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

41. Foreign Terrorist Organizations

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

42. Former Agency Employees

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

43. Franchise Taxes

a. Vendor certifies that should Vendor be subject to payment of Texas franchise taxes, that all franchise taxes are current. If such certification is false, this Contract may be terminated at the option of TJJJ or other sanctions may be exercised.

b. If Vendor is exempt from payment of Texas franchise taxes, Vendor shall so indicate by attachment to this Contract.

c. If Vendor's payment of Texas franchise taxes becomes delinquent during the term of this Contract, Vendor will notify TJJJ within twenty-four (24) hours. If such delinquency cannot be cured within twenty-four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJJ, this Contract may be terminated at the option of TJJJ or other sanctions may be exercised under the provisions of this Contract.

44. Governing Law and Venue

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

45. Hardening of State Government Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

(a) Listed in Section 889 of the 2019 National Defense Authorization Act;

(b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or

(c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or

(d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

46. Human Trafficking Prohibition

Under Section 2155.0061, Government Code, Vendor 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.

47. Indemnification

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJJ, 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 VENDOR 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 VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND TJJJ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

48. Intentionally Left Blank

49. Intentionally Left Blank

50. Independent Contractor - Relationship of the Parties

Vendor and Vendor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Vendor nor TJJJ is an agent of the other and neither may make any commitments on the other party's behalf. Should Vendor subcontract any of the services required in the Contract, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TJJJ is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Vendor shall have no claim against TJJJ for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Vendor and TJJJ.

51. Insurance

a. Respondent 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 Respondent's care, custody, or control.

b. Respondent shall provide the TJJJ Contracts Department proof of insurance listing TJJJ as an additional insured upon Contract execution, upon insurance renewal if coverage expires during the Contract term (including contract extensions, if any), and upon request.

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

51. Legal and Regulatory Actions

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

52. Limitation on Authority

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

53. Lobbying Prohibition

Vendor represents and warrants that TJJD's payments to Vendor and Vendor's receipt of appropriated or other funds under the Contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

54. Media Releases

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

55. No Conflicts of Interest

Vendor 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. Vendor 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, Vendor shall promptly notify TJJD.

56. No Implied Waiver

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

57. No Quantity Guarantees

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

58. No Third-Party Beneficiaries

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

59. Notice of Changes

a. Vendor shall notify TJJD immediately in writing of any significant change affecting Vendor, including, but not limited to, change of Vendor'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.

b. Vendor shall not transfer or assign this contract or enter into any subcontract for the services under this Contract without prior written approval from TJJD.

c. Vendor shall not relocate the services provided under this Contract from the location stated in the preamble of the Contract, 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.

60. Permits, Certifications, and Licenses

Vendor 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.

61. Prior Disaster Relief Contract Violation

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

62. 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.

63. Intentionally Left Blank

64. Public Information Act

Information, documentation, and other material in connection with a solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Vendor 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.

65. Intentionally Left Blank

66. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the Texas Government Code, Vendor 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 Vendor 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.

67. Restriction on Possession of Weapons

Vendor agrees that Vendor or any employees, contractors, subcontractors, or associates providing services on behalf of Vendor 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. Vendor shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Vendor's care.

68. Sanctions

- a. 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:
 - i. Requiring Vendor to take specific corrective actions in order to remain in compliance with the terms of this Contract; and/or
 - ii. Recouping payment made to Vendor; and/or
 - iii. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
 - iv. Recovery of damages to the extent allowed by Texas law for each instance of non-compliance; and/or
 - v. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.
- b. Vendor shall fully cooperate with TJJD and its authorized representatives in carrying out corrective action plans.

69. 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.

70. Signature Authority

By submitting this Response, Vendor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission of this Response.

71. Sovereign Immunity

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

72. Specifications

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

73. Intentionally Left Blank

74. State Auditor's and TJJJ's Right to Audit

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by Vendor 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, Vendor 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. Vendor 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.

Vendor shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJJ and State of Texas requirements. Vendor 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. Vendor 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 TJJJ, the State of Texas, or their authorized representatives. Vendor shall cooperate with auditors and other authorized TJJJ and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJJ or the State of Texas. Vendor's failure to comply with this provision shall constitute a material breach of this contract and shall authorize TJJJ to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJJ may require, at Vendor's sole cost and

expense, independent audits by a qualified certified public accounting firm of Vendor'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 Vendor. 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.

75. Subcontractors

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

76. Survival

Expiration or termination of the Contract for any reason does not release Vendor 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.

77. Suspension and Debarment

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

78. Taxes

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

79. Intentionally Left Blank

80. Intentionally Left Blank

81. Termination for Convenience

a. Vendor may terminate the Contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJD.

b. 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, Vendor shall refund to TJJD any amounts attributable to the terminated months within thirty (30) days of the termination.

c. TJJJ shall terminate this Contract in the event that TJJJ 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.

d. Cause/Default/Breach: If Vendor 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, TJJJ may, upon written notice of default or breach to Vendor, 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. TJJJ 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 TJJJ notifies Vendor in writing prior to the exercise of such remedy. Vendor shall be liable for all costs and expenses, including court costs, incurred by TJJJ with respect to the enforcement of any of the remedies listed herein.

82. Terms and Conditions Attached to Response

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

83. Texas Bidder Affirmation

Vendor certifies that if a Texas address is shown as the address of the Vendor on the Response, Vendor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

84. Unfair Business Practices

Vendor 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 Vendor has not been found to be liable for such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

85. Intentionally Left Blank

EXHIBIT E
HUB Documentation

Submitted with proposal. Documentation is not relevant to the contract.

The rest of this page intentionally left blank

Exhibit F

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Policy Overview and Training Acknowledgment for TJJJ's Contract Service Providers

The Prison Rape Elimination Act (PREA) was created to eliminate sexual violence within corrections. PREA mandates apply to all TJJJ institutions, community-based corrections, and contract facilities. TJJJ volunteers and service providers are also subject to this law. Among other things, PREA establishes a **zero-tolerance standard** for sexual violence in corrections in the United States and increases the accountability of officials who fail to *detect, prevent, reduce, and punish* sexual violence. It was also established to protect the Eighth Amendment rights of federal, state, and local prisoners, or in our case, the youth. Sexual abuse of persons in custody is cruel and unusual punishment—a violation of our nation's Bill of Rights.

TJJJ Policies

- **GAP 380.9337. Zero Tolerance for Sexual Abuse, Sexual Activity and Sexual Harassment** is TJJJ's zero-tolerance policy for any form of sexual abuse or sexual harassment of youth under TJJJ jurisdiction. This rule describes prohibited conduct and behaviors that are broader than those established by statute as violations of law. This rule sets forth standards for reporting and investigating alleged sexual abuse of TJJJ youth. This rule also addresses screening and housing placement procedures for youth who may be potential victims or perpetrators of sexual abuse.
- **PRS.02.09. Staff/Youth Relationship** states that the nature of the relationship of TJJJ staff, service providers, or volunteers and youth is of critical importance in efforts to influence youth in a positive manner. Employees and volunteers found to have engaged in any prohibited behavior when interacting with TJJJ youth are subject to disciplinary action. Service providers found to have engaged in any prohibited behavior when interacting with TJJJ youth will result in the termination of their contract and criminal investigation.
- **GAP 380.9301. Basic Youth Rights** states that TJJJ recognizes that each youth in the TJJJ system has certain basic rights, including the right to protection from physical and psychological harm.
- **GAP 07.03. Incident Reporting** states that critical incidents must be reported immediately to the Office of Inspector General Incident Reporting Center (IRC) and a written report must be provided to the Chief Local Administrator. Critical incidents include alleged sexual abuse of a youth, alleged sexual misconduct by a youth, and other incidents.
- **GAP 380.9333. Alleged Abuse, Neglect, and Exploitation** provides for the investigation of allegations of abuse, neglect, or exploitation in programs and facilities under TJJJ jurisdiction. This rule provides standards for investigations and for the compilation of investigation information.

You must report all suspected incidents of abuse, neglect, and exploitation immediately. There are no consequences for reporting alleged misconduct. TJJJ cannot retaliate against a staff, volunteer, or contractor for reporting alleged abuse, neglect, or exploitation of a youth. You are required by law to report.

Report allegations of misconduct to the Incident Reporting Center by emailing TJJD.IRC@tjjd.texas.gov or by calling a 24-hour-a-day toll free hotline 1-866-477-8354.

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Policy Overview and Training Acknowledgment for TJJD's Service Providers

As part of the contractual agreement with the Texas Juvenile Justice Department (TJJD), and to be in compliance with the Prison Rape Elimination Act (PREA) standards, I certify and acknowledge that I have read and understand the contents of this document provided to me regarding the purpose of PREA, TJJD's Zero Tolerance policy, and my reporting responsibilities regarding suspected and or known incidents of sexual abuse, sexual assault and sexual harassment. **I further certify that I understand and have completed the online TJJD PREA training and attached my certification of completion to this acknowledgment.**

Link to mandatory online TJJD PREA Training:

<https://www.classmarker.com/online-test/start/?quiz=f7m5b75d6be12d87>

Contract Service Provider:

Signature

Printed Name

Date



TEXAS
JUVENILE JUSTICE
 DEPARTMENT

Exhibit H
Invoice Coversheet

Please ensure all required fields (service dates, service region, and corresponding invoice email address) are accurately captured to ensure timely reimbursement.

- When emailing an invoice please include the service region, month, year in the email **subject line**.
- Invoice request should be sent to the individual respective region invoice email address and Regional Parole Manager.
- When submitting a reimbursement request, please submit this coversheet, invoice(s) and sign in sheet(s) to the designated regional invoice email address.

Please complete the following

Service date(s): Begin Date Click or tap to enter a date. End Date Click or tap to enter a date.

Service Region: Choose a Region

Corresponding invoice email address (please check one):

TJJD Region	Invoice email address	TJJD Regional Parole Manager
CR1 <input type="checkbox"/>	hoinvoice@tjjd.texas.gov	anthony.kibble@tjjd.texas.gov
NR2 <input type="checkbox"/>	hoinvoice@tjjd.texas.gov	tony.roberts@tjjd.texas.gov
NER3 <input type="checkbox"/>	hoinvoice@tjjd.texas.gov	Marqus.butler@tjjd.texas.gov
PR4 <input type="checkbox"/>	hoinvoice@tjjd.texas.gov	danny.butts@tjjd.texas.gov
SR5 <input type="checkbox"/>	hoinvoice@tjjd.texas.gov	patrick.williams@tjjd.texas.gov
SER6 <input type="checkbox"/>	hoinvoice@tjjd.texas.gov	maria.taleon@tjjd.texas.gov
WR7 <input type="checkbox"/>	hoinvoice@tjjd.texas.gov	ellen.boston@tjjd.texas.gov

Please note

- Coversheet, invoices and sign-in sheets must be submitted monthly.
- Progress notes and/or updates must be submitted monthly according to the contractual agreement.
- Cover sheets should identify one specific region and regional invoice email address.
- Invoices can take up to 30 business days to process once submitted; if there are no errors in processing.
- If you have not received reimbursement for **services 30 business days after submitting an invoice**, please contact: amy.dupaty@tjjd.texas.gov for status inquiry.
- Attach a legible copy of the sign in sheet and invoice to ensure no delays in processing.
- Documents sent to the wrong invoice email address will result in processing delays.

If you have any questions or concerns, please contact amy.dupaty@tjjd.texas.gov.

EXHIBIT I

	SPECIALIZED TREATMENT AFTERCARE SIGN-IN SHEET	TEXAS JUVENILE JUSTICE DEPARTMENT
---	--	--

SERVICE PROVIDER: _____	SIGNATURE: _____	DATE: _____
ADDRESS: _____	TELEPHONE NUMBER: () _____	
CONTRACT NO. _____		

TYPE OF SERVICE: AOD MH SB

CATEGORY: INDIVIDUAL GROUP FAMILY

LOCATION: IN OFFICE HOME BASED OUT OF OFFICE TJJD LOCATION Telehealth Telephone

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

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

Provider Certification: This completed sign-in sheet is submitted with invoice for payment. A separate form has been used for each TJJD location. I certify that the above listed treatment has been given to the above listed youth, in the proper category, location and for the allotted time outlined in contract with TJJD. As per the contractual obligation of the stated contract, I have consistently and in a timely manner communicated case notes, summaries, and progress reports with all agents of care (Parole Managers, Parole Supervisors, Parole Officers and/or all other acting agents of TJJD) on behalf of the youth. I confirm and certify that the above-named youth were not required to sign this document in advance of services rendered and that start and end times of services are accurate. This document and the services indicated has also been verified against my office records to assure that TJJD is only billed for certified services provided to the youth.

Signature _____

Date _____