

1. Service Provider shall:

- (a) Educate youth on the rules of the road and safe driving practices.
- (b) Prepare youth for their written and practical driving exams.
- (c) Provide an engaging and interactive learning experience.
- (d) Ensure youth understand state-specific driving regulations.
- (e) Offer a flexible learning environment that accommodates different learning styles and schedules.
- (f) Track and Monitor Youth Progress.
- (g) Provide User Dashboards - Personalized dashboards for youth to track their own progress, including course completion, percentage, quiz scores, and upcoming assignments.
- (h) Provide Administrator Dashboards - Dashboards for TJJJ to monitor individual and group progress in the Program.
- (i) Progress Metrics
 - i. Track the number of modules completed by each youth.
 - ii. Record scores for quizzes and assessments to monitor understanding and identify areas for improvement.
 - iii. Track the amount of time spent by youth in Program.
- (j) Facilitator/Instructor Roles and Responsibilities:
 - i. Course Enrollment and Support: Assist students with the enrollment process,
 - ii. ensuring they have access to the platform and materials.
 - iii. Monitoring Progress: Track student progress through the course, providing reminders or notifications to keep them on track.
 - iv. Providing Technical Support: Help students resolve any technical issues with the online platform.
 - v. Managing Communication: Serve as a point of contact for students, answering questions, clarifying course materials.
 - vi. Scheduling Live Support Sessions: Coordinate optional live support sessions, such as virtual Q&A sessions or office hours.
 - vii. Feedback Collection: Gather feedback from students about the course to provide recommendations for future improvements.
 - viii. Course Content Creation and Updates: Develop, maintain, and update instructional materials, ensuring they are accurate, relevant, and engaging.
 - ix. Designing Assessments: Create quizzes, tests, or practical driving challenges that align with the course objectives and learning outcomes.
 - x. Feedback: Review student submissions (quizzes, tests, assignments) and provide feedback, helping learners improve their understanding of the material.

xi. Answering Content-Related Questions: Respond to student queries about course content, whether through a messaging system, forums, or during optional live sessions.

(k) Supplemental Curriculum Materials:

Will only be charged the fee for supplemental materials when updates are needed.

See below for possible options:

- i. Study Guides and Road Safety Manuals: Detailed guides on road rules, traffic signs, and regulations for additional reading.
- ii. Updating Instructional Videos: Recorded driving scenarios, how-to guides for vehicle maintenance, parking, or handling emergencies.
- iii. Creating Discussion Forums: Online platforms for students to ask questions, share experiences, and discuss topics with peers or instructors.

2. Service Provider shall perform the following tasks:

- (a) Provide dates, online platform information, and any materials necessary for successful completion of online driver education programming by a youth. Ensure all programming is implemented in accordance with Texas Administrative Code (TAC), Title 16, Part 4, Chapter 84, Subchapters A-M.
- (b) Provide required certifications for youth who successfully complete the Program.
- (c) Continuously offer online driver education programming without extensive breaks in service throughout the term of the Contract.
- (d) Employ and train instructors who meet instructor requirements outlined in TAC, Title 16, Part 4, Chapter 84, Subchapters A-M and provide copy(s) of certifications upon TJJJD request.
- (e) Provide quarterly reports and maintain up-to-date information on the availability of resources. For example, work books and or other training materials.
- (f) Provide a summary of deliverables required in this Contract and any additional deliverable the Service Provider plans to execute this effort noted in **Table 1** below. The summary includes a description of key deliverable/milestone and estimated dates to be completed. The summary of deliverables are included in **Table 1** below.

B. DOCUMENT REQUIREMENTS

1. **Fiscal.**

- (a) Service Provider shall submit monthly invoices to the TJJJD-designated accounting personnel no later than ten 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 TJJJD number, the number of instructional hours provided to the

youth, contract number, and the dates of service.

- (b) Service Provider shall notify the TJJD Contract Manger 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 the TJJD 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 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 TJJD 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 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 the Service Provider, who meets the definition of a "Texas Bidder" under Texas Administration Code, Title 34, Sec. 20.32(68).

2. Reports.

- (a) Service Provider shall allow TJJD access to all youth records and/or information on youth at all times. TJJD shall have access to records of all youth who receive services under the contract.
- (b) Service Provider shall submit a quarterly process packet to the TJJD Regional Parole Manager no later than ten 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. the log-in date and time stamps;
 - iv. the monthly progress reports (includes name of person receiving services and current state of curriculum progress);
- (c) Service Provider shall develop and submit quarterly written reports on fiscal and programmatic trends, as well as an annual report, in a format approved by TJJJ. Programmatic reports shall include a description of the Service Provider's progress in implementing the provisions under the 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 the Contract and if not, shall specify what steps will be taken to achieve satisfactory progress. Annual reports shall be submitted to the TJJJ Manager V of Reentry Systems and Parole Operations by December 1 of each new fiscal year.
- (d) Service Provider shall develop and submit monthly written reports on resource development, such as, but not limited to, the number of resources, type of resources, and resource updates, in a format approved by TJJJ. Service Provider shall include current copies of Department of Public Safety (DPS) driver instructor certification(s) or other nationally recognized certifications from the American Driver and Traffic Safety Education Association or the National Safety Council. Service Provider shall report any complaints made to the licensing board on the Service Provider no less than 24 hours after notice that a complaint has been received.

C. General Requirements.

1. Service Provider shall abide by licensure code of ethics.
2. 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 TJJJ and the Service Provider. Contract period means the beginning date through the ending date specified in the original contract or as adjusted by applicable amendment.
3. Service Provider shall forward copies of any audits, monitoring, or investigative reports completed on the Service Provider within five (5) workdays of receipt.
4. Service Provider shall allow TJJJ or their designee(s) 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 the 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 the Contract belonging to either the Service Provider, its subsidiaries, parent(s) and/or affiliate(s), including sub-consultants, subcontractors, and employees; and any and all **related parties** to the Contract. **Related Party** is discussed above in Section B.
- (c) Service Provider shall provide information deemed necessary by TJJJ to complete any state-required reports related to the services provided under the Contract.
- (d) Service Provider shall maintain records and submit reports containing such data and information regarding the performance of Service Provider's services or other data relating to the Contract as may be requested by TJJJ.
- (e) Service Provider shall establish procedures, as approved by TJJJ, to document fiscal and service delivery data regarding the online driver license program services.

D. MEASURES OF PERFORMANCE AND QUALITY OF SERVICES:

1. TJJJ 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; modifying goals to maximize performance; and sustaining continuous improvement. The basis for program evaluation and monitoring, include, but are not limited to, the following. Service Provider shall cooperate with and allow periodic requests, from TJJJ, to:

- (a) review online driver's education curriculum; content and overall programming and/or conduct site visits to in-person youth programming;
- (b) progress towards individual outcomes based on youths' identified needs referred;
- (c) have responsibility for monitoring the operations of the program and improving and correcting deficiencies as they occur; and
- (d) have consistency in taking appropriate action within the time period specified by TJJJ to correct findings and deficiencies identified during any and all reviews conducted by TJJJ.

2. The TJJJ Reentry and Community Services staff, and the Service Provider, may discuss and mutually agree on additional performance measures and standards for the Contract.

3. Service Provider recognizes that the 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 the 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. The Service Provider is required to ensure the AQL is maintained at all times during the performance under this Contract.

4. In order to evaluate the quality-of-service delivery and progress toward the online driver's education program outcomes, Service Provider shall be subject to performance standards that will measure their progress in meeting the goals of the driver's education program being provided. The TJJD may conduct desk reviews during the term of the Contract. Prior to any desk 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. Additional measures of service and performance measures can be negotiated.

E. MEASURES OF SERVICE:

1. Provide youth timely access and enrollment in online driver education programming by completing an initial intake assessment within 14 calendar days of receiving a referral.

2. Ensure youth receive services within seven (7) calendar days after the completion of the initial assessment.

3. Provide youth the requisite number of instructional hours of service (virtual) per week/month and the required number of service hours for completion of program requirements. TJJD's Reentry and Community Services staff and the Service Provider will discuss and mutually agree on the final terms.

4. The potential target population for reentry and parole services are male and female youth, ages 15-19, who are on parole or transitioning from a TJJD state-operated facility. Service Provider should further refine the portion of the target population whom they see as 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 the TJJD. TJJD and Service Provider will discuss and mutually agree on whether those youth will remain in the program.

F. PERFORMANCE MEASURES:

1. **Acceptable Quality Level (AQL):** The Service Provider recognizes that TJJD is paying Service Provider to deliver the services specified herein. Service Provider is required to meet a minimum quality level to include at least a ninety-nine percent (99%) system uptime. The AQL is defined as the level of service at which the system will operate properly as agreed upon in the Contract and below which the contract payment may be withheld until corrective actions are taken.

In addition, if service remains below the AQL without required correctives being taken, damages may be assessed.

2. In the event Service Provider does not provide online Driver's Education as per the requirements of the Contract and it is caused by Service Provider's failure to provide these services for reasons within Service Provider's reasonable control and not as a result of any action or inaction of TJJD or any third party (including TJJD equipment and/or third-party equipment), Service Provider will, upon TJJD's request, credit TJJD's account as needed.

G. SERVICE REQUIREMENTS:

Service Provider agrees to the following with regard to providing drivers education services for TJJD youth:

1. Service Provider must have a current Online Driver Education Instructor license, certificate or other recognized certifications by the State of Texas before any services are rendered pursuant to the contract. All personnel providing services to TJJD youth under this Contract must be properly qualified and credentialed in the service being provided and pre-approved by TJJD before any services are rendered. The required licenses in the State of Texas are outlined in TAC Title 16, Part 4, Chapter 84, Subchapters A - M, for these services. Service Provider shall include current copies of Department of Public Safety (DPS) driver instructor certification(s) or other nationally recognized certifications from the American Driver and Traffic Safety Education Association or the National Safety Council.

2. Provide TJJD's designated point of contact with virtual platform information, dates of completion of programming, and identified instructor no later than two weeks prior to delivery of services.

3. The Service Provider shall submit copies of quarterly reports to TJJD that include the following information:

- a. Up-to-date information on the availability of on-line application/platform and equipment used to assist youth in obtaining and completing online driver education programming;
- b. A brief summary of the number of youths participating in the online driver education program.

4. Service Provider will provide online services as identified in their proposal for youth at all TJJD halfway house locations; TJJD will ensure youth have access to a computer device for the delivery of the service. For youth on parole in the community, TJJD will link youth to the Service Provider for virtual participation.

5. In the event Service Provider's billable services exceed the "not to exceed amount" (NTE) amount in the Contract, the Service Provider may risk having payment delayed until a contract amendment is executed to increase the NTE amount.

6. Service Provider's fee will be assessed based on the number of students supported each month.

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 TJJD Regional Parole Manager, or designee.
2. All deliverables must be submitted in a format approved by the TJJD Manager V of Reentry Systems and Parole Operations, or by the TJJD 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.
7. Deliverables required in the plans to execute the services for this contract are noted in **Table 1** below.

Table 1. Deliverable List

Deliverable No.	Deliverable Description	Estimated Due Date
1	Initiation of online driver’s education programming and support.	60-days post award
2	Initial Enrollment of TJJD youth in the online driver’s education programming.	90-days post award
3	Access and Enrollment for each TJJD youth for Online Driver’s Education Programming	7 calendar days after completion of initial assessment
4	Quarterly Process Packet	Ten (10) workdays from the last day of the month
5	Quarterly Programmatic reports	Quarterly
6	Annual Programmatic Reports	November 15th, of 2025, 2026, and 2027
7	Monthly resource development report	Last business day of the month

I. INVOICING

Service Provider will submit invoices to the TJJD Claims Department via email at

tjldinvoice@tjld.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 Providers name, address, TJJD contract number, payee I.D., itemization of the services provided, itemized amount of services provided, the name and division of TJJD Contract Manager, Service Provider 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 TJJD'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.

SECTION III TJJD

A. For and in consideration of the services provided to TJJD youth, TJJD 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 plan to provide services prior to commencement of services.
3. Pay up to **\$75,000** as the "not to exceed" (NTE) amount for the term of this contract.
4. Ensure that terms of payment shall be in accordance with Chapter 2251, Texas Government Code and Texas Government Code 403.0551 that payment owing to the Service Provider under this Contract will be applied toward elimination of the 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.
5. Remove youth from Service Provider's Program when conditions exist that threaten the health, safety, and welfare of TJJD youth in the Program.
6. Maintain records of all Program approvals by TJJD.

B. CHANGE CONTROL:

The Contract may only be amended or supplemented in writing, executed by the parties hereto or their successors, and expressly made a part of the contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change the TJJD contract identification number, or increase the "Not to Exceed (NTE)" amount if necessary for continuation of services.

**SECTION IV
NOTICES**

Notices shall be addressed to the Office of Business Operations and Contracts, Texas Juvenile Justice Department, mailing address: **P.O. Box 12757, Austin, Texas 78711** and to Service Provider at [REDACTED]. The following is additional contact information for purposes of this contract:

Service Provider Contact for the Contract:

Name: Ms. Elizabeth Gidney

Phone: [REDACTED]

Email: [REDACTED]

TJJD Contact for the Contract:

Name: Marqus Butler

Phone: 512-490-7768

Email: Marqus.butler@tjtd.texas.gov

CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is responsible for general administration of this Contract, negotiation of any changes, and issuance of written changes/modifications to this Contract.

TJJD CONTRACT ADMINISTRATOR

Vickie Griffin, CTCD, CTCM, Contract Specialist
Texas Juvenile Justice Department
Business Operations and Contracts,
1801 N. Congress Ave
Austin, Texas 78701
E-mail: vickie.griffin@tjtd.texas.gov
Telephone: 512-490-7148
Fax: 512-490-7252

EXHIBITS TO THE CONTRACT

Exhibits included and made part of the contract are:
Exhibit A – Execution of Offer
Exhibit B(revised) – Fee Schedule of Services
Exhibit C – Terms and Conditions
Exhibit D HR-038 – Self-Report of Criminal Charges

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:



Shandra Carter, Executive Director 11/14/2024
Date

For Service Provider:

Signed by:

997D449725314F6...

Signature Liz Gidney 11/8/2024
Printed Name Date

EXHIBIT A

EXECUTION OF OFFER

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

Tab 6. Price Form

Addendum 2 Attachment 3

Exhibit B (revised)

Fee Schedule of Services

Proposal of: Pflugerville Driving School dba A Advantage Drivers Education
 (Respondent Company Name)

Ref.: Driver Education Services **RFP No.:** 644-24-100523

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

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

THERE IS NO GUARANTEED QUANTITIES.

Quantity will vary. The pricing below is based on 1 each to determine award.

Provide firm fixed price for services listed in the table below for service contract.

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

Service	Unit Price Per each youth	Quantity	Total
Online Driver Education Curriculum	\$80.00	1 each	\$80.00
Instructor/Facilitator(online)	\$15.00	1 each	\$15.00
Other supplemental curriculum material, if any	\$ 5.00	1 each	\$ 5.00
Platform cost	\$ 8.00	1 each	\$ 8.00
Total	\$108.00		\$108.00

EXHIBIT C TERMS AND CONDITIONS

1. Americans with Disabilities Act and Equal Employment Opportunity

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

3. Assignment

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

4. Intentionally Left Blank

5. Buy Texas Affirmation

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

6. Change in Law and Compliance with Laws

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

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

Under Section 231.006, Family Code, the vendor or applicant [Respondent] certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. **FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

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

Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Respondent represents and warrants that it complies with the requirements of the state risk and authorization management program and Respondent agrees that

TJJD Terms and Conditions

throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

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

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

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

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

11. Intentionally Left Blank

12. Confidentiality and Security

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

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

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

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

13. Contract Amendment and Merger Clause

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

14. Intentionally Left Blank

15. COVID-19 Vaccine Passport Prohibition

Respondent 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 Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

16. Intentionally Left Blank

17. Cybersecurity Training

TJJD Terms and Conditions

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

18. Damage to Government Property

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

21. Debts and Delinquencies Affirmation

Respondent 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), Respondent 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 provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

26. Intentionally Left Blank

27. Drug-Free Workplace

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

28. E-Verify Program

Respondent certifies that for contracts for services, Respondent 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 Respondent to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Respondent to perform work pursuant to the Contract within the United States of America.

Respondent shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that Respondent is enrolled in E-Verify. Respondent shall provide, upon written request by the TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Respondent employee, subcontractor, and

TJJD Terms and Conditions

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 Respondent has violated the certifications set forth in this provision, then (1) Respondent 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, Respondent 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, Respondent certifies that either (i) it meets an exemption criteria 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.

31. Equal Employment Opportunity

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

32. Excess Obligations Prohibited - Funding Out Clause

The Contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds.

33. Excluded Parties

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

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, Respondent certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TJJD, or (3) a person who employs a current or former executive head of TJJD.

35. False Statements

Respondent 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. Respondent certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this Contract is in force.

37. Financial Participation Prohibition Affirmation

Under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this bid [Response] or contract is not ineligible to receive the specified contract

TJJD Terms and Conditions

and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

38. Fingerprinting and Background Check

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

1. As directed, 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 Respondent 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. A Respondent employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall not work under this Contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall be immediately suspended from working under this Contract unless authorized by TJJD's Director of Human Resources.

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

39. Intentionally Left Blank .

40. Foreign Terrorist Organizations

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

41. Former Agency Employees

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

42. Franchise Taxes

Section 1: Respondent certifies that should Respondent be subject to payment of Texas franchise taxes, that all franchise tax payments are current. If such certification is false, this Contract may be terminated at the option of TJJD or other sanctions may be exercised.

Section 2: If Respondent is exempt from payment of Texas franchise taxes, Respondent shall so indicate by attachment to this Contract.

TJJD Terms and Conditions

Section 3: If Respondent's payment of Texas franchise taxes becomes delinquent during the term of this contract, Respondent will notify TJJD within twenty-four (24) hours. If such delinquency cannot be cured within twenty-four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this Contract may be terminated at the option of TJJD or other sanctions may be exercised under the provisions of this Contract.

43. Governing Law and Venue

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

44. Human Trafficking Prohibition

Under Section 2155.0061, Government Code, the vendor [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.

45. Indemnification

RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT 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 RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

46. Intentionally Left**47. Intentionally Left Blank****48. Independent Contractor - Relationship of the Parties**

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

49. 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.

TJJD Terms and Conditions

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

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.

50. Legal and Regulatory Action

Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent 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 Respondent'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 Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included, as a detailed attachment in its Response, a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent'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, Respondent 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.

51. Limitation on Authority

Respondent 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. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of TJJD or the State of Texas.

52. Lobbying Prohibition

Respondent represents and warrants that TJJD's payments to Respondent and Respondent'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.

53. Media Releases

Respondent 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. Respondent 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.

54. No Conflicts of Interest

Respondent 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. Respondent 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, Respondent shall promptly notify TJJD.

55. 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.

56. No Quantity Guarantees

TJJD Terms and Conditions

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

57. 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.

58. Notice

Any written notice required under this Contract will be either through hand delivery or by U.S. Mail, certified, return receipt requested, to Respondent at the address indicated on page 1 of the Contract and to TJJD at Texas Juvenile Justice Department, Office of General Counsel, P.O. Box 12757, Austin, Texas 78711-2757 or 1801 N. Congress., Austin Texas 78701.

59. Notice of Changes

a. Respondent shall notify TJJD immediately in writing in advance of any significant change affecting Respondent, including, but not limited to, change of Respondent'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. Respondent 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. Respondent shall not relocate the services provided under this Contract from the location stated in the preamble, if applicable, without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.

60. Permits, Certifications, and Licenses

Respondent 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 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.

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. Public Information Act

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

64. Problem Solving in the Ordinary Course of Business

TJJD Terms and Conditions

- a.** The Parties to the Contract shall use the procedures contained in this provision for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of the contract, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used.
- b.** Informal Resolution: Respondent and TJJD staff will communicate regularly and engage in informal problem-solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, Respondent and TJJD staff are encouraged to utilize the following mechanism to resolve problems.
- c. Formal Resolution:**
- i. Respondent or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).
 - ii. The Statement of Problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
 - iii. Problems are to be addressed within ten (10) working days. A written decision will be sent to the individual or program that submitted the problem, with copies retained by the designated contact, and the designated contact's supervisor.
- d. Appeal:** Respondent or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days from the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to TJJD's Office of General Counsel, if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, and copies retained by the designated contact, the designated contact's supervisor, and TJJD's Office of General Counsel.

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67. Restricted Employment for Certain State Personnel

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

68. Restriction on Possession of Weapons

Respondent agrees that Respondent or any employees, contractors, subcontractors, or associates providing services on behalf of Respondent shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering in person 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. Respondent shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Respondent's care.

69. 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 Respondent to take specific corrective actions in order to remain in compliance with the terms of this Contract; and/or
 - ii. Recouping payment made to Respondent; and/or
 - iii. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or

TJJD Terms and Conditions

- 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. Respondent shall fully cooperate with TJJD and its authorized representatives in carrying out corrective action plans.

70. 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.

71. Signature Authority

By submitting the Response, Respondent 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 Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

72. Sovereign Immunity

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

73. Specifications

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

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75. State Auditor's and TJJD's Right to Audit

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the Contract. The acceptance of funds by Respondent or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards.

Respondent shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Respondent 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. Respondent shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their

TJJD Terms and Conditions

authorized representatives. Respondent shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Respondent's failure to comply with this provision shall constitute a material breach of this contract and shall authorize TJJD to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJD may require, at Respondent's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Respondent. 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.

76. Subcontractors

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

77. Survival

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

78. Suspension and Debarment

Respondent 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.

79. 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. Respondent 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 Respondent or its employees. TJJD shall not be liable for any taxes resulting from the Contract.

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82. Termination

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

TJJD Terms and Conditions

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

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

83. 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.

84. Texas Bidder Affirmation

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

85. Unfair Business Practices

Respondent 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 Respondent has not been found to be liable for such practices in such proceedings. Respondent 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.

86. Use of Contract by Local and State Agencies

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

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

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

The Respondent shall provide services as per the requirements, terms, and conditions of the established Contract. The Customer may not deviate from the material requirements of the Contract, as Respondent is

TJJD Terms and Conditions

not obligated to perform other than as stated within the Contract, unless a change is approved by the TJJD. The Customer shall use the Contract exclusively while identified as an authorized user. If the Customer procures services from another provider, Customer's status as an authorized user will be terminated.

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

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

	<h2 style="margin: 0;">Self-Report of Criminal Charges</h2> <p style="margin: 0;">(this form must be completed within 2 working days of event requiring notification)</p>	TEXAS JUVENILE JUSTICE DEPARTMENT
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Name:	Assigned TJJD Facility/Office:
Job Title or Volunteer Position:	Supervisor Name (for TJJD employees only):

In accordance with TJJD policy PRS.02.08, I am reporting the following:

NOTIFICATION OF CRIMINAL CHARGES

How did you learn of the charge against you? Arrest Indictment Other notification of criminal charge

Date of Arrest or Criminal Charge: _____

What is the offense level? Felony Class A Misdemeanor Class B Misdemeanor Class C Misdemeanor

What offense were you charged with? _____

What is the status of the alleged offense: _____

When is your court date (if known)? _____

Who was the arresting agency? _____

In what city or county were you arrested? _____

What is your release status: _____

CHANGE IN THE STATUS OF CRIMINAL CHARGES

(dismissal, conviction, initiation or termination of proceedings to revoke probation, etc.)

Describe (include dates if known): _____

Signature

Date

***** Stop Here and Submit Form to Local Human Resources Administrator *****

Supervisor or Community Relations Coordinator: complete only if employee or volunteer notifies you by phone, email, or text		
Complete as much information above as possible, sign here, and submit to the local HRA or manager over volunteer services.		
Printed Name and Title	Signature	Date

Instructions to local HRA or manager over volunteer services: Immediately email a scanned copy of this form to a Central Office Human Resources background investigations specialist, provide a copy to the chief local administrator, and place a copy in the employee's or volunteer's confidential personnel file.

To Be Completed by Director of Human Resources or Designee		
Employment or volunteer status pending resolution of arrest/criminal charge: _____		
Print Name and Title	Signature	Date