

STATE OF TEXAS     §  
                                  §  
COUNTY OF TRAVIS §

**CONTRACT FOR SHORT-TERM JUVENILE  
HOST HOME SERVICES  
Contract CON0001757**

This contract will become effective **Upon date of last signature**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJJ**, and Skylar’s Host Homes, 12703 Laurel Meadow Way, Houston, TX 77014, hereinafter **Service Provider**, for the purpose of providing **Short Term Host Housing and Supervised Independent Living (SIL) Service** for TJJJ youth identified as **BT (TJJJ# 1293163) to be placed at 4263 silver Ranch Road, Houston, Texas 77014**. This contract is identified as **Contract CON0001757**.

This contract is entered into under the authority of Texas Government Code Section 2155.143 and Texas Human Resources Code, Title 12, Chapters 242 and 244 for the mutual considerations described herein.

**SECTION I**  
**CONTRACT TERM**

This contract will become effective **upon the date of the last signature** and shall remain in effect through **January 30, 2026**.

**SECTION II**  
**SERVICE PROVIDER**

Service Provider agrees to perform the following regarding the TJJJ youth (Youth):

**A. SERVICES:**

1. Provide short-term housing for TJJJ youth ages 17 to19 to include bed space, food, and essential hygiene.
2. Review the Youth's TJJJ assessment, prior treatment plans, and discharge/transition summary or other treatment records and recommendations for treatment based on the Youth's risk and protective factors prior to implementing services.
3. Conduct an initial interview with the Youth to determine the Youth's understanding and acceptance of the house rules and expectations for placement and developing the Youth's host home care plan.
4. Service Provider will conduct a life skills assessment to guide youth toward developing healthy, productive lives using the Casey Life Skills assessment (CLS). CLS is a set of free tools that assess the independent skills youth need to achieve their long-term goals.  
Areas that will be evaluated are:
  - a. daily living and self-care activities;
  - b. maintaining healthy relationships;
  - c. work and study habits;
  - d. using community resources;
  - e. money management;
  - f. computer literacy and online safety;
  - g. civic engagement; and
  - h. navigating the child welfare system.

The CLS assessment will be administered at baseline “either before placement or within 30-days of placement”, and at 6-month intervals. If the youth is discharged from care before a 6-month reassessment is conducted, the service provider will attempt to conduct a reassessment if

applicable.

5. The service provider will ensure the youth has a Child and Adolescent Needs and Strengths (CANS) assessment conducted at baseline. CANS is a multi-purpose tool used to evaluate the needs and strengths of children and adolescents, particularly in the context of child welfare and behavioral health services. CANS helps in decision-making, service planning, and monitoring outcomes by providing a structured way to assess an individual's needs and strengths, and then using that information to inform care and support. CANS assessment categories are Life Domain Functioning, Behavioral/Emotional Needs, Risk Behaviors, Child/Youth Strengths, and Caregiver Needs & Resources.

The service provider will be responsible for administering the CANS at baseline, either “before placement or within 30-days of placement”, and every 90-days after baseline. CANS assessment updates must be included in the monthly progress reports of youth progress.

6. Provide programming that facilitates Independent Living (IL) skill development through an approved psychoeducational curriculum. All evidence-based and promising practice curriculum must be reviewed and approved by the TJJD Program Supervisor of Contract Care and Placement, Bobby Medlock, or designee, prior to youth placement. The selected curriculum must be submitted via email to the Program Supervisor at least 15 working days before the youth is placed at the Short Term Host Housing site. After the TJJD review process is completed, the service provider will receive an email from the Program Supervisor of Contract Care and Placement indicating whether the curriculum has been approved or denied. If the placement location has an established and previously approved curriculum, the services provider may use the curriculum without undergoing a new review.

IL psychoeducational skill development must be facilitated once a week for 60 minutes through psychoeducational training.

7. Service Provider agrees to provide supported employment services to youth when necessary. Supported employment will assist youth with finding and maintaining competitive, integrated employment with ongoing support services. This will include help for youth in preparing a resume, completing a job application, and conducting internet searches for employment options.
8. Service Provider agrees to provide transportation support when necessary. Transportation must be made available by the Service Provider when distance or access to public transportation exceeds one mile for education, training, work, grocery store, laundry facilities, bus or metro stop, library, or other community resources.
9. Service Provider agrees to provide case management services and support to youth. Case Management services includes advocating, linking, and referring program participant to available community resources to strengthen individual health, social emotional development, and comprehensive needs. Services should be provided once a week for 60-minutes.
10. Service Provider agrees to provide opportunities for community-based recreational/leisure activities. Recreation and leisure activities refer to active engagements that individuals partake in during their spare time for enjoyment, which are associated with positive effects on cognitive function and reduced risk of criminogenic needs. Service should be provided once a week for 60-minutes.
11. Accurately complete reports required and requested within time frames specified by TJJD.
12. Notify the youth's TJJD Parole Officer and/or Supervisor by telephone and follow-up email of any serious incidents involving youth(s). Such incidents listed below must be addressed within the following time parameters:
  - a. No more than 24 hours - Upon discovery, a youth has experienced death or any serious injury requiring medical attention or hospitalization;

- b. No more than 24 hours – Upon discovery that a youth is a danger to self or others and requires placement in a more restrictive setting, including, but not limited to, hospitalization or incarceration;
- c. No more than 24 hours – Upon discovery of a youth’s relocation due to an emergency, an evacuation, or a disaster;
- d. No more than 24 hours - Upon discovery of a breach of confidentiality of the youth’s information; and
- e. No more than two business days - Upon discovery that a youth is not participating in school, work, or other activity.
- f. Notify TJJD immediately-when an abscond occurs as a result of a youth who is gone for more than 4 hours without prior notification or contact.

13. Submit monthly progress reports to the designated TJJD Regional Community Services Manager.

**B. REPORTS:**

1. The Service Provider will provide to the TJJD Regional Community Services Manager monthly progress reports on or before the 5<sup>th</sup> business day of every month;
  - a. Reporting how each youth currently served in their Supervised Independent Living Program and Setting is:
    - i. Living independently with minimum supervision;
    - ii. Experiencing age-appropriate mistakes and consequences, and learn responsible behaviors;
    - iii. Pursuing educational and/or vocational goals and opportunities;
    - iv. Establishing gainful employment;
    - v. Accessing transportation and other community resources;
    - vi. Developing independent living, healthy interpersonal, and other daily life skills necessary to successfully transition into adulthood and self-sufficiency;
    - vii. Establishing and maintaining relationships with caring adults and supportive networks.

**C. HOME CONDITIONS:**

The Service Provider will ensure that their setting meets these requirements. TJJD will have sole discretion in determining if minimum requirements are met.

1. Exterior condition and grounds are well-kept, free of defect and no visible safety hazards.
2. Outside lighting is present and functional.
3. Interior condition is clean and maintained, including floors, walls, and windows.
4. ADA Compliant if youth require accommodation.
5. Current and working fire extinguisher.
6. Current and working smoke detectors in bedrooms and common areas.
7. Working stove and refrigerator.
8. Working and reliable utilities to include, but not limited to, hot and cold water, electrical, gas if applicable, and sewage/septic.
9. Key to the unit, bedroom, or youth’s section of the apartment, if applicable.
10. Privacy for youth, which may include bedroom and bathroom doors.
11. Bathroom with shower or tub, toilet, and running hot and cold water.
12. Storage space for dry food.

**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 this contract agreement; identifying and monitoring targeted performance measures; evaluating the quality-of-service delivery; requiring corrective action for any identified area of deficiency; conducting a program risk assessment; and setting and modifying

goals to maximize performance and sustain continuous improvement. The basis for program evaluation and monitoring includes the following:

- a. Periodic announced and/or unannounced on-site program monitoring by TJJD.
- b. Compliance with this contract for Short Term Host Housing and Independent Living Services.
- c. Service Provider agrees to allow TJJD to conduct monitoring and to fully cooperate in all processes.
- d. Service Provider shall be responsible for monitoring the operations of the program and correcting deficiencies as they occur.
- e. Service Provider shall take appropriate action within the time period specified by TJJD to correct findings and deficiencies identified during any and all monitoring visits.

TJJD monitoring staff and the Service Provider may discuss and mutually agree upon additional performance measures.

2. Service Provider recognizes that TJJD is paying Service Provider 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 in 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.

3. In order to evaluate the quality-of-service delivery and progress toward IL outcomes, the Service Provider shall be subject to performance standards that will measure its progress in meeting the goals of the IL services being provided. TJJD may conduct an on-site review, a desk review, or both during the term of this contract. Prior to any review, TJJD will provide a monitoring form describing the areas to be monitored and reviewed. At a minimum, Service Provider shall be reviewed annually in meeting the following Performance Measures and Outcome Measures listed below.

4. Performance Measures:

- a. Provide continuity of care and/or additional services based on a new assessment of need related to the youth's Positive Achievement Change Tool (PACT) assessment. PACT will be administered by TJJD Parole Officer.
- b. Document progress of independent living skills as evidenced by completion of the monthly documentation requirements listed in this contract for services provided for one hundred percent (100%) of the youth referred.
- c. One hundred percent (100%) of eligible individuals will have a care plan created with case management goals and objectives within 30-days of placement. Care plans will be developed by the host home provider in consultation with TJJD and the youth and updated every 90-days. Care plan progress will be shared with TJJD staff.
- d. Eighty-five percent (85%) of eligible individuals will have exhibited improved social competencies through psychoeducational life skills training.
- e. Ninety percent (90%) of eligible individuals will participate in positive leisure/recreational activities.
- f. Eighty percent (80%) of eligible individuals will exhibit improved self-esteem. Self-esteem rates will be assessed and measured through the CANS assessment.
- g. Eighty-five percent (85%) of eligible individuals that complete the program will be released into safe, stable housing.
- h. Ninety-five percent (95%) of program participants will obtain a state ID before discharge
- i. Sixty-five percent (65%) of program participants will obtain employment before discharge
- j. One hundred percent (100%) of program participants will be referred to Medicaid or other assistance programs for healthcare within 48 business hours of placement, if applicable

5. Outcome Measures:

- a. For youth completing the program by successfully transitioning out of the host home to a caregiver or personal residence, eighty (80) percent should have no rearrests within sixty (60) days of service completion;
- b. Youth served will successfully complete parole at higher rates than similar youth who do not participate in Short Term Host Housing and IL program services;
- c. Youth served will recidivate at lower rates than similar youth who do not participate in Short Term Host Housing and IL services programming;
- d. Youth who receive pre-release contact by Short Term Host Housing provider and field staff will have higher rates of successful completion of parole;
- e. Youth served will see increased protective factors and decreased risk factors on the PACT. Youth served will complete eighty-five (85) percent of care plan goals and objectives;
- f. Youth served will experience improvement in exhibited social competencies through follow-up CANS assessment;
- g. Youth served will see an increase in problem-solving ability through follow-up CANS assessments; and  
Youth served will see a decrease in functional impairment levels through follow-up CANS assessments.

#### **E. SERVICE PROVIDER RESPONSIBILITIES:**

1. Service Provider shall comply with all federal, state, and local laws, and all 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 this 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 TJJJ with satisfactory proof of its compliance.
2. Service Provider, as directed, shall provide information regarding persons providing services under the contract and personnel access for a criminal background check, including, but not limited to, fingerprinting check, criminal records check, sex offender registration records check, and drug test. Criminal background checks shall be conducted at TJJJ's expense and through TJJJ or TJJJ's contract providers for each of the Service Provider's employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this agreement. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall not work under this agreement until the criminal background check is completed and approval is obtained from TJJJ's Director of Human Resources. If applicable, Service Provider shall complete the Child Abuse Registry Check Consent Form, TJJJ form HR-028, and submit it to the TJJJ Manager of Criminal Background Checks Department, 1801 N Congress Ave., Ste. 13.1400, Austin, TX 78701.
3. Service Provider shall report all criminal charges or traffic violations of employees within 24 hours of becoming aware.
4. Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (42 U.S.C. 15601 et seq.) and with all applicable standards, rules, regulations, and TJJJ policies related to PREA. TJJJ PREA policies are attached hereto as (**Exhibit C**) and incorporated herein for all purposes. Service Provider shall complete the acknowledgment form attached to **Exhibit C** and submit it to Contract Specialist, Vickie Griffin at: [Vickie.griffin@tjtd.texas.gov](mailto:Vickie.griffin@tjtd.texas.gov)
  - a. The Service Provider must provide **Exhibit C** to each of its staff who will provide services to TJJJ under this contract. Staff shall complete the training and acknowledgment form **Exhibit C** and submit it to Contract Specialist, Vickie Griffin at: [Vickie.griffin@tjtd.texas.gov](mailto:Vickie.griffin@tjtd.texas.gov)
5. Service Provider shall comply with all requirements in the HHSC Child Care Regulation Handbook and Texas Health and Human Services child care licensing requirements for 24-hour residential child care facilities as provided in 26 TAC, Part 1, Chapter 745 and 748.

- 6. Service Provider is responsible, if applicable, that TJJD youth are provided with educational services as required by state and federal law. Educational services must be provided by a local education agency (LEA) that is accredited by the Texas Education Agency, or a Charter School can be used.
- 7. Incident Reporting.
  - a. Service Provider must notify the Office of Inspector General – Incident Reporting Center (IRC) at (866) 477-8354 immediately when a staff member has cause to believe that a youth has been a victim of abuse, neglect, or exploitation, or witnesses a critical or serious incident; and
  - b. Notify the TJJD parole officer immediately after calling the IRC and submit the Initial Report of Serious Incident (CCF-351) to the parole officer within 24 hours 24 hours of the incident.
- 8. Afford TJJD access to TJJD youth and all records and/or information on TJJD youth at all times.

**9. Compliance with Child Support Obligation Pursuant to Texas Family Code Section 231.006**

Under Section 231.006 of the Texas Family Code, the Service Provider must certify that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Therefore, to assess compliance with Texas Family Code Section 231.006: SERVICE PROVIDER MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT. For a business entity to which the above does not apply, indicate with "NONE" below.

| Name: | Social Security Number: | Percent Ownership: |
|-------|-------------------------|--------------------|
| NONE  |                         |                    |

**10. Invoicing**

Service Provider shall submit monthly invoices to the TJJD Claims Department via email at [HOUinvoice@tjtd.texas.gov](mailto:HOUinvoice@tjtd.texas.gov) vendor shall submit monthly invoices to the TJJD Claims Department no later than ten (10) days from the last day of the month for which payment is requested.

Payment will be made within thirty (30) days from receipt of an invoice or correct and itemized invoice, or a billing statement. Service Provider shall submit monthly invoices showing the Service Provider name, address, TJJD contract number, payee I.D., itemization of the services provided, itemized cost of services provided, the name and division of the TJJD Contract Manager, vendor remit to address, and telephone number. No payment whatsoever shall be made under this Purchase Order without the prior submission of correct and itemized invoices. Payments under this Purchase Order are subject to the availability of appropriated funds. Service Provider acknowledges and agrees that payments for services provided under this Purchase Order 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**

For and in consideration of the services provided to Youth, TJJD shall:

- 1. Pay for host home services rendered by the provider at a rate of **\$190.00** per day.

2. Ensure that terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code, commonly known as the prompt payment act, and Section 403.0551 of the Texas Government Code, which provides that payment owed 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 Comptroller administers or collects until the indebtedness or delinquency is paid in full.
3. Ensure all host home staff who provide support or a placement are approved by TJJD prior to services being provided and based on criteria established by TJJD.
  - a. TJJD will be required to do criminal background checks of Host Home staff who will work under the contract. TJJD's designated contact for criminal background checks is the **Director of Human Resources at (512) 424-5079**. TJJD has sole discretion to decide which persons working under the contract are required to submit to a criminal background check and which persons shall be excluded from TJJD facilities or other work under the contract or subject to other security restrictions.
4. TJJD will provide LS 020np (**Exhibit A**) release of non-medical information to Service Provider.
5. TJJD will provide medical consent (**Exhibit B**) as permitted by section 32.001(b) of the Texas Family Code.
6. TJJD Program Supervisor of Contract Care or designee will review all Independent Living curriculum provided by the Host Home provider. Curriculum must be evidence-based or promising practice according to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Model Programs Guide or the California Evidence-Based Clearinghouse for Child Welfare (CEBC).
7. TJJD Regional Community Services Manager will provide a 10-day written notice to the service provider when the youth achieves one of the following discharge requirements: TJJD age of majority discharge or transition to another community placement discharge.
  - a. TJJD Regional Community Services Manager will draft an official memo using TJJD letterhead, alerting the service provider of the youth's pending discharge, reason for discharge, and date of discharge.
  - b. A TJJD memo will be sent via email to the service provider, and a certified letter containing the memo will be mailed to the service provider.

#### **SECTION IV**

#### **Notices**

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

**Service Provider Point of Contact:**

Name: Tashira "Ms. J" Johnson

Phone: 832-493-7858

Email: [info@skylarsilhomes.com](mailto:info@skylarsilhomes.com)

**TJJD Point of Contact for Service:**

Name: Marqus Butler, Mgr V-Reentry Sys & Parole Ops

Email: [marqus.butler@tjtd.texas.gov](mailto:marqus.butler@tjtd.texas.gov)

And

Name: Amy Dupaty, PS III-Reentry & Parole Aftercare

Email: [Amy.dupaty@tjtd.texas.gov](mailto:Amy.dupaty@tjtd.texas.gov)

**Contracts Point of Contact:**

Vickie Griffin, Contract Specialist

Phone: 512-490-7148

Email: [Vickie.griffin@tjtd.texas.gov](mailto:Vickie.griffin@tjtd.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 Signature]

**Shanara Carter, Executive Director**

01/08/2026

**Date**

**For Service Provider:**

[Redacted Signature]

**Tashira "Ms. J" Johnson, Title**

8- Jan - 2026

**Date**



**AUTHORIZATION FOR THE DISCLOSURE OF YOUTH'S CONFIDENTIAL NON-MEDICAL INFORMATION BY TJJD TO NON-PARENT**

TEXAS  
JUVENILE  
JUSTICE  
DEPARTMENT

TJJD #: 1293163

Youth Name (print): [REDACTED]

By signing this authorization form, I authorize the Texas Juvenile Justice Department to disclose my confidential information to the individual or organization listed below. I specifically authorize the disclosure of the following confidential information to the extent such disclosure is otherwise authorized by law:

- Mental or behavioral health treatment records
- Academic achievement record (transcript)
- Student withdrawal transfer form
- Other educational information (specify) TABE scores, test scores, any other necessary documents

Records/Services Dated From: 11/10/2025 To: 1/30/2026

This authorization is voluntary. This form does not authorize the release of alcohol and drug abuse records.

I may revoke this authorization at any time by notifying my case manager of my intent to revoke this authorization. However, I also understand that such a revocation will not have any effect on any information already used or disclosed by TJJD before receipt of my written notice of revocation.

Unless earlier revoked, this authorization will expire upon my discharge from the Texas Juvenile Justice Department.

Name of recipient: Skylar's SIL Homes

Street address: 134 Vintage Park Blvd.

City, state, and ZIP code: Houston, TX 77070

Telephone number: 832-493-7858 Fax number: \_\_\_\_\_

Purpose/need for disclosure: placement option

[REDACTED] 11-14-25  
 Signature of Youth (if youth is 18 years old) Date

\_\_\_\_\_  
 Signature of Parent/Guardian (if youth is under the age of 18) Date

[REDACTED] 11-14-25  
 Staff Signature and Job Title (not required for parent/guardian signatures) Date

**REVOCAION OF CONSENT**

I hereby rescind my authorization to disclose the above information effective this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Youth/Parent/Guardian Date

\_\_\_\_\_  
Staff Signature and Job Title Date

# Exhibit B

|   |   |  |
|---|---|--|
|  | <b>Certificate of Authority<br/>to Consent to Treatment</b> | TEXAS<br>JUVENILE<br>JUSTICE<br>DEPARTMENT |
|---|---|--|

I, Marqus J Butler, Intm Director of Probation and Reentry Supports of  
 (name) (position)

Probation and Reentry Supports, a facility of the Texas  
 (name of facility)

Juvenile Justice Department, do hereby certify as follows:

- I certify that [REDACTED] is a child committed to the Texas  
 (name of youth)  
 Juvenile Justice Department under Title 3, Family Code, and that the youth's  
 parent/guardian is [REDACTED].  
 (name of youth's parent/guardian)
- I further certify that, pursuant to Chapter 32, Family Code, I have the authority, in my  
 above-listed position, to consent to the  medical treatment,  dental treatment,  
 psychological treatment, and/or  surgical treatment of the above-named youth  
 due to the facts I have indicated below.

           The person having the right to consent has been contacted and has not given actual  
 notice to the Texas Juvenile Justice Department that the department may not consent to  
 the medical, dental, psychological, and/or surgical treatment of the above-named youth.

MB The Texas Juvenile Justice Department has attempted unsuccessfully to contact the  
 person having the right to consent. The Texas Juvenile Justice Department has not  
 been given actual notice that the Department may not consent to the medical, dental,  
 psychological, and/or surgical treatment of the above-named youth.

[REDACTED]  
 Signature 

01/07/2026  
 Date

## EXHIBIT C

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

The Prison Rape Elimination Act (PREA) was created to eliminate sexual violence within corrections. PREA mandates apply to all TJJD institutions, community-based corrections, and contract facilities. TJJD 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.

#### TJJD Policies:

- **GAP 380.9337. Zero Tolerance for Sexual Abuse, Sexual Activity and Sexual Harassment** is TJJD's zero-tolerance policy for any form of sexual abuse or sexual harassment of youth under TJJD 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 TJJD 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 TJJD 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 TJJD youth are subject to disciplinary action. Service providers found to have engaged in any prohibited behavior when interacting with TJJD youth will result in the termination of their contract and criminal investigation.
- **GAP 380.9301. Basic Youth Rights** states that TJJD recognizes that each youth in the TJJD 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 TJJD 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. TJJD cannot retaliate against a staff, volunteer, or service provider 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@tjtd.texas.gov](mailto:TJJD.IRC@tjtd.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 TJJJ's Service Providers

As part of the contractual agreement with the Texas Juvenile Justice Department (TJJJ), 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, TJJJ'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 TJJJ PREA training and attached my certification of completion to this acknowledgment.**

Link to mandatory online TJJJ PREA Training:

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

Contract/Service Provider:

[Redacted Signature]

*Ashira Johnson*

*19. Nov. 2025*

Signature

Printed Name

Date

Signature

Date

## **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. Artificial Intelligence Disclosure**

Vendor certifies that its response discloses each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Vendor promises not to use an artificial intelligence system to perform the Contract without the prior written consent of TJJD.

### **4. 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.

### **5. Intentionally Left Blank**

### **6. 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.

### **7. 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.

### **8. 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.

## 9. Intentionally Left Blank

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

Vendor certifies compliance with Texas Government Code Section 572.054. Vendor has not employed a former officer or employee of TJJD 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.

## 11. 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 TJJD 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 TJJD policies may result in termination of the Contract.

## 12. Intentionally Left Blank

## 13. Confidentiality

- a. Vendor 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 youth records and identifying information.
- b. Vendor agrees that all information regarding TJJD 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 TJJD and in accordance with all state and federal laws.
- c. Vendor employees, contractors, subcontractors, or associates who visit any TJJD facility will comply with that facility's security regulations.
- d. Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Vendor without the written consent of TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

## 14. Intentionally Left Blank

## 15. 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 TJJJ; and
6. Change either Party’s contact information.

**16. Intentionally Left Blank**

**17. 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.

**18. Intentionally Left Blank**

**19. 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 TJJJ with verification of the completion of the requisite training.

**20. 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 TJJJ 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.

**21. Intentionally Left Blank**

**22. 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.

**23. 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.

**24. Disaster Recovery Plan**

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

**25. Intentionally Left Blank**

**26. Disentanglement Services [For IT type Agreements/Services - Only applies to Contracts when Vendor has access to TJJJ data, shared servers, or Vendor’s data embedded with TJJJ data]**

(a) The following definitions are incorporated into the Contract and relevant to this Section:

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

- (b) Vendor must provide disentanglement services as soon as possible after Notice of Contract Termination or Contract expiration. The disentanglement period shall be for one month unless otherwise agreed upon. If disentanglement services cannot be completed during the agreed disentanglement period, Vendor must notify TJJJ in writing 14 days before the end of the disentanglement period and must include an explanation of the cause for delay and a proposed timeframe for completion.
- (c) Disentanglement services that Vendor must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Vendor's proprietary information is embedded within TJJJ data. Vendor should also provide TJJJ with their proprietary data in the same format and structure as used in Vendor's system before Contract termination. If Vendor is unwilling to provide data in the same format and structure, then Vendor must work with TJJJ or a 3rd party of TJJJ's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJJ. After completion of the aforementioned obligations, TJJJ shall continue to allow Vendor access to its shared servers so Vendor may uninstall Vendor's software, databases, and proprietary data and information. After removal of all proprietary data, Vendor shall confirm removal with written certification of such.
- (d) Both Parties shall have full access to shared servers, including source code and technical documentation, during the disentanglement period. If any disagreement between the Parties arises before disentanglement services are completed, both Parties shall continue to have full access while seeking resolution.
- (e) Confidentiality requirements, restrictions on use of data, and intellectual property rights described in the Contract remain effective until disentanglement services are completed.

### **27. 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.

### **28. Intentionally Left Blank**

### **29. Drug-Free Workplace**

Vendor 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.

### **30. 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 TJJJ, an electronic or hard copy screenshot of the confirmation that Vendor is enrolled in E-Verify. Vendor shall provide, upon written request by TJJJ, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each 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) TJJJ shall have the option to terminate the Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJJ under the Contract, Vendor shall be responsible for all costs incurred by TJJJ to obtain substitute services to replace the terminated Contract.

### **31. Intentionally Left Blank**

### **32. 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 TJJJ. Vendor shall state any facts that make it exempt from the boycott certification in its

Response.

### **33. Equal Employment Opportunity**

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

### **34. 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.

### **35. 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 TJJJ, (2) a person who at any time during the four years before the date of the Contract was the executive head of TJJJ, or (3) a person who employs a current or former executive head of TJJJ.

### **36. 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.

### **37. 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.

### **38. 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.

### **39. Fingerprinting and Background Check**

#### **A. Vendor shall:**

1. As directed by TJJJ, provide information for each person providing services under this Contract with access to TJJJ 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 TJJJ'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 TJJJ's Director of Human Resources.
2. Within 24 hours of becoming aware of the information, notify TJJJ's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer who works with TJJJ 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 TJJJ's Director of Human Resources.

#### **B. TJJJ Approval**

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

#### **40. Intentionally Left Blank**

#### **41. 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.

#### **42. 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. Vendor certifies that it is not ineligible to receive the Contract.

#### **43. 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 TJJD during the twelve (12) month period immediately prior to the date of execution of the Contract.

#### **44. 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 TJJD 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 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.

#### **45. 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.

**46. 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.

#### **47. 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.

#### **48. Indemnification**

**VENDOR 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 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.**

**49. Intentionally Left Blank**

**50. Intentionally Left Blank**

**51. 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, workers' 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.

**52. Insurance**

**Section 1:** 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.

**Section 2:** 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.

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

**53. 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 TJJJ'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 TJJJ's consideration of the Response. In addition, Vendor represents and warrants that it shall notify TJJJ 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 TJJJ shall constitute breach of contract and may result in immediate termination of the Contract.

**54. Limitation on Authority**

Vendor shall have no authority to act for or on behalf of TJJJ 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 TJJJ or the State of Texas.

## **55. 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.

## **56. 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.

## **57. 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.

## **58. 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.

## **59. No Quantity Guarantees**

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

## **60. 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.

## **61. 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.

## **62. Intentionally Left Blank**

## **63. 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.

## **64. Price Adjustment Based on Tariffs**

The parties may agree to adjust prices periodically to reflect changes in tariffs implemented after the Response Due Date that affect the cost of supplying goods under this Contract. Any existing tariffs at the time of the response should be considered as part of the response price. To request a price increase related to tariffs, Contractor must provide documentation that includes the effective date, amount and scope of the tariffs. Contractor must demonstrate with specificity the effect of tariffs on its necessary and reasonable cost of supplying goods under this Contract, including its commercial reasons for using a source subject to tariffs. Any adjustment is at the agency's sole discretion. If the agency grants an adjustment related to tariffs, Contractor shall monitor tariff levels and notify

the agency within five business days of any reduction or repeal. The agency may reduce or retract a tariff adjustment it has granted at any time by notifying the Contractor of the new prices.

**65. 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.

**66. 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.

**67. Intentionally Left Blank**

**68. 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.

**69. Intentionally Left Blank**

**70. 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.

**71. 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.

**72. 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.

**73. 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.

#### **74. 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.

#### **75. 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.

#### **76. 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.

#### **77. Intentionally Left Blank**

#### **78. 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 TJJJ with a copy of such audit at the same time it is provided to Vendor. TJJJ 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 TJJJ 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.

#### **79. Subcontractors**

Vendor may not subcontract any or all of the work and/or obligations due under the Contract without prior written approval of TJJJ. 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), 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 this Contract.

#### **80. Surveillance, Intimidation, and Related Acts**

Vendor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

- (1) a member of the state legislature or person employed to support the state legislature in any capacity;
- (2) a family member of a person described by (1);
- (3) a state agency employee; or
- (4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Vendor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Vendor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to \$2 million for a violation of Government Code, Section 2261.302.

#### **81. 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.

#### **82. 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.

#### **83. 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.

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#### **86. 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. 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 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, TJJD 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. 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 Vendor in writing prior to the exercise of such remedy. Vendor 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.

**87. Termination for Non-Appropriation - 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.

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**90. 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.

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