TEXAS JUVENILE JUSTICE DEPARTMENT

11209 Metric Boulevard, Bldg. H
Austin, Texas 78758

REQUEST FOR PROPOSAL
644-14-122313

TO PROVIDE:

NON-SECURE RESIDENTIAL

The purpose of the Texas Juvenile Justice Department Request for Proposal (RFP) 644-14-122313 is to provide Non-Secure Residential Programs for male and/or female juvenile offenders ages 10-19.

I. BACKGROUND INFORMATION

The Texas Juvenile Justice Department (TJJD), an agency of the state of Texas, is responsible for the care and custody of juveniles with delinquent conduct who have been committed to the agency by the courts. TJJD operates secure facilities, halfway houses, and provides parole supervision and other services. The agency also contracts with private individuals, agencies and organizations throughout the state to provide non-secure residential services including specialized care and treatment, general care and transition living preparation for TJJD youth.

Human Resources Code, §61.037 provides TJJD with the authority to contract for services. TJJD is issuing TJJD RFP 644-14-122313 to contract for Non-Secure Residential Programs for **up to 100** male and/or female offenders. Proposals for this RFP will be accepted for a program for male and female offenders ages 10 to 19.

TJJD is seeking to provide safe non-secure residential settings for male and or female juvenile offenders. Providers are being sought for general care, programs with vocational and transition services and programs where male and or female juvenile offenders can receive individualized treatment services such as: alcohol and other drug (AOD) treatment, mental health (MH) treatment, sexual behavior (SBT) treatment and anger management (e.g. Aggression Replacement Training) to facilitate successful community reintegration. The Provider will engage in management practices that promote the safety and well-being of staff and youth; establish clear expectations of behavior and an accompanying system of accountability for youth and staff that promote mutual respect, self-discipline and order; protect public safety; identify and effectively respond to youth health, mental health and related behavioral problems throughout the course of confinement through the use of professionally-appropriate diagnostic, treatment and prevention protocols; provide meaningful opportunities and services for youth to improve their education and vocational competence, and effectively address underlying behavior problems and prepares them for responsible living in the community; operate the facility in a manner consistent with principles of fairness and that provide the means of ensuring and protecting each youth and family's legal rights; and prepare youth for successful reintegration into the community while they reside at the facility through individualized planning from the perspective of family and community, programming and activities that prepare them for transition and continue when appropriate after the youth leaves the facility; and linkages and activities between facility and aftercare case manager with outside service providers or key community agencies.

II. GENERAL INFORMATION AND REQUIREMENTS

A. Contract Number and Name

The identifying number and title for this contract will be **TJJD RFP 644-14-122313, to provide non-secure residential programs for male and female juvenile offenders.**

B. Contract Specialist Contact Information

The Contract Specialist for TJJD RFP 644-14-122313 will be Patrick McReynolds, CTPM, Texas Juvenile Justice Department, P. O. Box 12757, 11209 Metric Blvd., Bldg. H (78758), Austin, Texas 78711 (512) 490-7265; FAX (512) 490-7252. The Contract Specialist will be the point of contact throughout the RFP process.

C. Eligible Respondents

Eligible Respondents are public or private, nonprofit or for profit organizations or individuals that meet the following requirements:

1. Private nonprofit organizations shall be incorporated and maintain good standing as a nonprofit corporation. Nonprofit organizations receiving funds from TJJD shall have a governing body or board that bears full responsibility for the integrity of the fiscal and programmatic management of the organization. All Respondents must have legal authority to do business in Texas.

2. All management practices must include accountability for all funds and materials received from TJJD; compliance with TJJD rules, policies, and procedures and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and TJJD's monitoring processes.

3. Respondent shall be in good standing with any County, State or Federal agency that has a contracting relationship with the Respondent. Therefore, TJJD will disqualify Respondents that have had a contract for similar services with a County, State or Federal agency terminated within the last 36 months for deficiencies in performance of the contract. TJJD reserves the right to disqualify any Respondent for any other factor that played a role in terminating a contract with a County, State or Federal agency within the previous 36 months.

D. **Withhold Proposal Award**

TJJD reserves the right to withhold a proposal award and to terminate its obligations under contract in the event that TJJD is not granted funding in whole or in part to pay for this program.

E. **Proposals Subject to Public Information Act**

TJJD will not consider any proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act, Tex. Gov't Code, Chapter 552 and may be disclosed to the public upon request. Subject to the Act, Respondents may request protection of trade and/or confidential information from public release by clearly marking each page on which it appears with "Confidential" in bold face type at least **14 point font**, however all information submitted is subject to the Act and considered for release." The TJJD will charge for copies of written information and the cost of mailing copies requested by the public.

F. **Incurring Costs**

The proposal preparation and submission costs are solely the responsibility of the Respondent. The Texas Juvenile Justice Department shall not provide reimbursement for any such costs.

G. **Response to Questions TJJD RFP 644-14-122313**

The conference will be devoted to explaining the RFP requirements, and clarifying any programmatic issues.

You may send questions to the Contract Specialist in writing. ATTN: Patrick McReynolds FAX # 512-490-7252 or e-mail at the following address: patrick.mcreynolds@tjjd.texas.gov

Please be advised that any oral responses are not binding and that all changes to the solicitation will be done via an addendum. All inquiries that result in a change to the solicitation or that the TJJD deems necessary for clarifications will result in a written addendum posted to the Electronic State Business Daily at: http://esbd.cpa.state.tx.us

H. **Receipt of Proposals**

No proposals will be accepted by FAX machine or E-mail.

Mailed Proposals: To be considered, mailed proposals must be received by the Contract Specialist by the deadline at the following address:

Texas Juvenile Justice Department
P. O. Box 12757
Austin, TX 78711-2757
ATTN: Patrick McReynolds, Contract Specialist

Hand-delivered Proposals: To be considered, hand-delivered proposals must be received in the office of the Contract Specialist by the deadline at:

Texas Juvenile Justice Department
11209 Metric Blvd., Bldg. H
Austin, Texas 78758
ATTN: Patrick McReynolds, Contract Specialist

The Respondent should request a receipt at the time of delivery to verify that the proposal was received by the Contract Specialist on or before the due date and time. All proposals should be sealed at submission. There will be no formal opening of proposals.

I. **Oral Presentations, Written Responses and On-Site Visits**

Following the submission of proposals, TJJD reserves the right to require oral presentations and/or written responses to questions submitted by the review committee for clarification by some or by all Respondents whose written proposals are determined to be responsive to the requirements established by TJJD RFP 644-14-122313. At TJJD's discretion, on-site visits of some or all of the proposed sites may be made during any phase of the evaluation process.

J. **Best and Final Offer**

At the option of TJJD, top ranked Respondents may be given an opportunity to submit a Best and Final Offer.

K. **Validation of Proposals**

As part of the evaluation process, TJJD may choose to validate any aspect of the proposal. Validation may consist of on-site visits, review of records, reference checks, and/or confirmation of the information with third parties.

L. **Rejection of Proposals**

The Texas Juvenile Justice Department reserves the right to reject any and all offers received in response to this RFP and to cancel the RFP if it is determined in the agency's best interest. Issuance of this RFP in no way constitutes a commitment to award a contract or to pay costs incurred by any Respondent in its preparation. In the event no qualified Respondents are received, the agency may terminate the procurement effort, amend the request for proposals in whole or in part, or extend the deadline for submission of proposals by a period of not more than 30 days. In the event that only a single qualified proposal is received, the Agency, at its sole discretion, shall either (a) proceed with contract negotiations, (b) terminate the procurement effort, (c) amend the request for proposals in whole or in part, (d) or extend the deadline for submission of proposals by a period of not more than 30 days.

M. **Notification**

TJJD intends to notify Respondents of the results of the proposal evaluation process. Those selected for oral presentations and site visits will be notified accordingly. Once awarded a contract, the Respondent will thereafter be referred to as the 'Contractor' subject to further obligations outlined in this document.

N. **One or More Contracts May be Awarded**

TJJD may award one or more contracts for residential services under this request for proposal. In order to meet the requirements of this solicitation, TJJD at its discretion, may elect to award multiple contracts to achieve the bed capacity required by TJJD.

O. **Commencement of Services**

The date for the commencement of services described in this request for offer will be a date mutually agreed upon by both TJJD and Service Provider.

IV. FINANCIAL COMPONENTS

A. Respondent must provide a current audited Financial Statement of the Respondent and parent organization and it must include the name, signature and certification of the company or individual who certifies that such document is true and accurate.

B. Respondent must demonstrate sufficient financial resources necessary for the initial program start-up and continued operations.

C. Respondent must complete the Budget Information and Certification Form, Exhibit C, page 1, providing the requested information. The Respondent, or its authorized representative, must sign page 1 of Exhibit C. A completed and signed Budget Information and Certification Form is a minimum requirement for proposals. Proposals that do not include a completed and signed Budget Information and Certification Form shall be disqualified.

D. If administrative overhead is included in Exhibit C, Budget Worksheet, page 2, Respondent must provide a short description of the items included in this cost and how this cost will benefit the proposed program.

E. Respondent must state its willingness to apply for, and participate in, the USDA school lunch and breakfast programs. Respondent must report Food Cost in Exhibit C, page 2, Budget Worksheet, net of USDA reimbursement.

F. The basis for monthly payments will be issued on a per day per youth basis. The per day per youth payments will not commence until TJJD youth are actually placed in the program. **TJJD will not accept proposals containing minimum guarantees.**

G. Respondent must state its willingness to apply for and participate in, all services available to youth.

V. RESPONDENT HISTORY, EXPERIENCE, CREDENTIALS AND REQUIREMENTS

A. Respondent must provide a narrative statement of its history, experience and qualifications including cultural diversity of the Respondent's organization as well as a description of cultural sensitivity in the provision of services.

B. Respondent must describe experiences in providing services to male and/or female juvenile offenders in a residential setting and specifically for the population described in TJJD RFP 644-14-122313.

C. Respondent must submit a complete staff organizational chart. It is preferred that key staff personnel have a minimum of 5 years of experience in secure residential placement services.

D. Respondents must be licensed to provide residential services under the appropriate licensing/certifying entity. Respondent must submit a copy of the license/certification with their proposal. TJJD will accept proposals from respondents who have begun the licensing process, provided the process will be completed and facility licensed prior to commencement of the services described herein. Examples of licensing entities include:

1. Texas Department of State Health Services (DSHS) (related to mental health, substance abuse); and
2. Texas Department of Family and Protective Services (DFPS), Title IV-E certification preferred.

E. Describe any current accreditations or plans to become accredited. Respondents should also describe a willingness to become ACA accredited, should TJJD request such accreditation.

F. The Respondent's staff must be fully licensed or certified to provide any treatment services being offered

G. Respondent must, if there is a parent organization, explain how the parent organization's functions relate to the proposed program.

H. Respondent must provide a list of at least three (3) references, including contact name, address, telephone numbers and e-mail addresses. These references must be knowledgeable of the Respondent's previous projects or experiences related to TJJD RFP 644-14-122313. This is a minimum requirement for proposals. Proposals that do not include at least three references may be disqualified.

Current employees of the Texas Juvenile Justice Department are not acceptable references.

I. Respondent must provide a list of contracts with any State or Federal agency that were terminated within the previous 36 months, including the agency name, services provided, and reason for termination. In addition, provide information regarding any litigation Respondent has been involved in within the last five (5) years. This information must be updated during the RFP process.

J. Describe any existing affirmative action policy or plan. If such a plan is not available, provide a statement that the Respondent will not discriminate against any employee or person seeking employment because of race, religion, sex, color, national origin or non-job-related disability.

K. **For nonprofit and for profit private or public organizations**, attach a list of current members of the governing body with the term of each member and the officers. Include the addresses and telephone numbers of the officers. Indicate whether any members are employees of the organization.
For partnerships, attach a list of partners. Include the addresses and telephone numbers of the partners.

L. If Respondent has an advisory group, include the addresses and telephone numbers of the members.

M. Historically Underutilized Business (**Exhibit D**)
TJJD's promotes and encourages contracting and sub-contracting opportunities for State of Texas Historically Underutilized Businesses (HUBs). Successful Respondents are strongly encouraged to sub-contract with HUBs and may obtain assistance from TJJD to identify available HUBs, prior to, and after the award of any contracts from TJJD RFP. TJJD and its contractors shall make a good faith effort to meet or exceed the statewide HUB participation goals set by the Texas Comptroller of Public Accounts for the following categories: Heavy construction other than building contracts (11.9%), Building construction contracts (26.1%), Special trade construction contracts (57.2%), Professional service contracts (20.0%), Other service contracts (33.0%), and Commodity contracts (12.6%). TJJD uses TPASS policies regarding HUBs.

1. Respondent must state whether it is a Texas Certified Historically Underutilized Business (HUB). If yes, submit a copy of registration.

2. Exhibit D. Respondent must submit a HUB Subcontracting Plan (HSP). The forms for completing the HSP are attached as Exhibit D. A proposal submitted in response to this RFP that does not contain a HUB Subcontracting Plan, or if the plan submitted is determined not to be in good faith, will be considered non-responsive and be disqualified. The link to the TPASS internet site for information regarding the HSP is:

   http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

3. Respondent must state its willingness to submit monthly compliance reports regarding its HSP.

N. Describe all procurement preferences to which you are entitled under the Texas Government Code, such as Disabled Service Veteran or Services from Economically Depressed or Blighted Areas.

VI. SITE AND FACILITY SPECIFICATIONS

A. The proposed program must be located in a facility that provides adequate and appropriate space for **no more than 100 TJJD youth** according to the license or certification.

B. Proposed programs may only be located in a facility is appropriate licensed or certificated by Texas Department of Family and Protective Services, Texas Department of State Health Services or individual facilities certified by a Texas County Juvenile Board. The proposed program may be located in a facility that houses other programs as long as:

1. Only youth place by juvenile courts, TJJD or other child placing agencies are housed in the facility; and
2. TJJD youth younger than 15 years of age are not assigned to living units with youth 17 years of age or older.

C. Respondent must:
   1. Provide the address of the proposed facility.
   2. Describe the site and surrounding environment. Facilities located in a metropolitan area will be evaluated more favorably.
   3. Describe the layout of the facility and include floor plans as part of the response.
   4. State whether the proposed facility will be owned or leased.
   5. Provide a short and concise description of the program's emergency plan for dealing with catastrophic events.

D. If the proposed facility will also house other programs or non-TJJD youth the Respondents must describe:
   1. All youth to be served in the programs, providing the ages and gender of the juveniles that may be assigned and the placing entities; and
   2. How TJJD youth will interact with youth in the other programs/non-TJJD youth, for example, during mealtimes, medical and dental appointments, and visitation.

E. Respondent must describe features of the facility that provide space for indoor and outdoor recreational areas and equipment.

F. Respondents must provide a separate medical room to provide for the delivery of medical services. Respondent must include the medical room in the description of the facility layout and indicate the location on the floor plans.

G. If education services are provided on site, Respondent must describe the classroom and other space devoted to education in the description of the facility layout and indicate the location(s) on the floor plans. Requirements regarding on-site classrooms for instructional purposes are in VIII. Statement of Work, Program Requirements and Narrative, paragraph H.

VII. PROGRAM IMPLEMENTATION AND COMMENCEMENT OF SERVICES

A. Respondent must demonstrate the ability, resources, and the commitment to commence the services described in this request for proposal and be able to accept TJJD youth into the proposed program on **December 2, 2013** or as otherwise negotiated.

B. Respondent must describe and provide a time table for the activities to be performed to operationalize the program. For example, preparation of the site, recruiting, hiring an training staff, developing policies and procedures, and start-up of services.

C. Respondent must provide documentation that state and local officials and the community have been notified and support the project as required in TJJD General Administrative Policy 81.61, which is included as Exhibit E. Because of the different circumstances facing Respondents, TJJD will assist successful Respondents in complying with TJJD General Administrative Policy 81.61.

D. Respondent must include the capability to maintain a computer setup with the following minimum requirements: Microsoft Office 2007 or more recent versions (for Word documents and Excel spreadsheets), an internet service provider (ISP), and e-mail addresses for program management, caseworkers, and healthcare staff. Respondent must provide a sufficient number of computers for normal business communication. Provider will be required to enter youth and facility incident information into TJJD's Correctional Care System, Youth Grievance System, and Incident Reporting Center.

VIII. STATEMENT OF WORK, PROGRAM REQUIREMENTS AND NARRATIVE

All program components are minimum requirements and must be documented as to willingness and ability to comply with each one in order for the proposal to be considered responsive.

Respondent will address in its proposal each of the requirements in this section. The narrative should describe how each requirement will be met and any additional pertinent information. The narrative should be concise and focused, without extraneous material that is not required by the RFP.

A. Program Focus

Respondent must describe their program to include but not limited to:
1. The goals and objectives that it will set forth to accomplish the expectations of TJJD RFP # 644-14-122313;
2. The maximum number of youth in the proposed program; and
3. Whether the proposed program will be located in a boys or girls only facility or a co-ed facility.

B. TJJD General Administrative Policies (Rules) and TJJD Standards

1. Respondent must state its willingness and ability to comply with all assigned TJJD Rules and all related Standards and any subsequent amendments to these policies and standards, which apply to residential programs. These policies can be reviewed at the TJJD Internet Home Page:

   http://www.tjjd.texas.gov/policies/gap/index.html

   If there are subsequent changes to the applicable TJJD Policies that result in a significant change in the scope of work for providing services, TJJD will negotiate in good faith regarding these changes that affect the rate. If changes are major (i.e., 25% increase or more), all documentation will be submitted to the Texas Comptroller's Contract Advisory Team for review and approval.

2. A successful Respondent must agree to the terms and conditions stated in the TJJD Contract for Residential Services before commencement of services. The provisions that apply to all residential contractors in the TJJD Contract for Residential Services are attached as Exhibit F.

C. Target Population and Admissions

For each youth referred to the program, TJJD will provide a complete Interagency Application for Placement.

The following is a sample profile of the youth that may be served by TJJD RFP # 644-14-122313:

- 34% African-American, 45% Hispanic, and 20% Anglo
- 49% were known gang members
- Median Reading Achievement Behind-5.2 years
- Median Math Achievement Behind- 5.2 years
- Need for Treatment by a Licensed or Specially Trained Provider:
  - Capital or Serious Violent 52%
  - Sexual Behavior 13%
  - Alcohol or Other Drug 78%
  - Mental Health 48%

D. Transportation

TJJD will transport youth, upon admission to the proposed facility and transport, or arrange for transportation, upon release. Respondent will be responsible for meeting youths' transportation needs between referral and release. Respondent will transport youth upon release from the program to a public transportation location (for example, bus station or airport) as arranged by TJJD staff. The Respondent must:

1. State a willingness to meet youth transportation needs; and
2. Describe how transportation will be provided and how it will comply with State driving license requirements.

E. Staff Requirements

1. *Direct Care Staff*
   Respondent must include the below assurances and descriptions related to the structure and supervision of TJJD youth:
   a. Assure a direct care staff to youth ratio must be 1 staff to 12 youth at all times;
   b. Assure the direct care staff to youth ratios will include only staff providing direct supervision to TJJD youth. Supervisors, Caseworkers and Educators will not be considered as direct care staff and will not be counted for purpose of the ratio;
   c. A plan to deploy staff according to the activities that youth will be engaged in, for example, during school, recreation, or while in their dorm;
   d. If the proposed program is located in a facility with other programs, provide a plan to deploy staff to manage interactions between TJJD youth and these populations;
   e. A plan to deploy staff during the school day in or near classrooms, if school is provided on site;
   f. Direct care staff are at least 21 (twenty one) years of age;
   g. Schedules for direct care staff for weekdays and weekends; and

h. Job descriptions for direct care staff that define duties, knowledge, skills and abilities.

2. *Clinical and Other Staff*
Respondent must describe how it will provide clinical staff. At a minimum, the following must be included:
   a. All counseling or treatment services will be provided by fully Licensed or Certified Professionals such as Chemical Dependency Counselors, Licensed Professional Counselors, or Qualified Credentialed Counselors.
   b. Clinical staff must include one Masters level therapist for every 24 youth.
   c. 16 hours per week of on-site nursing care during normal business hours and on call nursing services 24 hours a day. Nursing staff must be either registered nurses (RNs) or licensed vocational nurses (LVNs), with the facility abiding by all State Board of Nursing Regulations
   d. The Facility Administrator must have experience managing or supervising a program for juvenile offenders. Submit a resume of proposed Facility Administrator.
   e. Other staff may include the positions needed for the safe and efficient operation of the proposed facility.
   f. List all proposed clinical and other staff positions and copies of certifications and licenses; and
   g. Provide job descriptions for clinical and other staff positions that define duties, knowledge, skill, and abilities

3. *Training Requirements and Restraint Technique*
Each employee whose primary duty includes the supervision of TJJD youth must have adequate and proper training, both classroom training and on-the-job training, before the employee can have sole supervision responsibilities. Sole supervision is defined as staff that are eligible to be included in the direct care staff to student ratio. During the contract term, TJJD anticipates assisting Respondent with training for specific content relating to TJJD requirements. The training must provide the employee with information and instruction related to the employee's duties, including the following areas:
   a. The juvenile justice system of Texas, including the juvenile correctional facility system;
   b. Security procedures;
   c. The supervision of children committed to TJJD;
   d. Signs of suicide risks and suicide precautions;
   e. Signs and symptoms of the abuse, assault, neglect, and exploitation of a child, including sexual abuse and sexual assault, and the manner in which to report the abuse, assault, neglect, or exploitation of a child;
   f. The neurological, physical, and psychological development of adolescents;
   g. TJJD rules and regulations, including rules, regulations, and tactics concerning use of force;
   h. Appropriate restraint techniques;
   i. The Prison Rape Elimination Act of 2003;
   j. The rights and responsibilities of children in the custody of TJJD;
   k. Interpersonal relationship skills;
   l. The social and cultural lifestyles of children in the custody of TJJD;
   m. First aid and cardiopulmonary resuscitation;
   n. Counseling techniques;
   o. Conflict resolution and dispute mediation, including de-escalation techniques;
   p. Behavior management;
   q. Mental Health issues;
   r. Employee rights, employment discrimination, and sexual harassment; and
   s. Developmental and social understanding for male and female juveniles including developmental milestones for male and female adolescents, sexual education, and building healthy relationships. Training should also include strategies for responding to aggressiveness, post-partum depression, promoting team building, channeling excessive energy, and promoting positive behavior.

Respondent must:
   a. Certify that each employee whose primary duties includes sole supervision of TJJD youth will have had adequate and proper training before assuming sole supervision responsibilities.
   b. Describe plans for training staff prior to the referral of TJJD youth to the proposed program.
   c. Identify the restraint technique to be used.
   d. Certify that all staff, except clerical support staff, will be appropriately trained and certified in an approved restraint technique before assuming their duties.
   e. Describe its staff training program for behavioral modification and correctional/clinical treatment program. Staff must have at least annual updates and skills building training on the program.

F. Hours of Operation and Program Schedule

1. Respondent must state its willingness and intent to have the proposed facility in operation 24 hours per day, 7 days a week at the required staffing ratios.
2. Respondent must submit a daily and weekend schedule that includes all program activities.

G. Health Care

Respondent must provide a TJJD approved system for providing health care (medical, dental, psychiatric) for TJJD youth in the proposed program. The Respondent must provide the below assurances and descriptions:

1. Comply with services and training outlined in Exhibit I, Contract Care Facility Review Tool – Health Care:
2. Provide a designated Health Authority (licensed physician or mid-level practitioner under the direction of a licensed physician) who has responsibility for health care services for youth at the facility;
3. Enroll eligible youth in Medicaid or other assistance programs for health care;
4. Identify health care providers in the local community that are interested in providing health care to TJJD youth;
5. Provide 16 hours per week of on-site nursing services during normal business hours and on call nursing services 24 hours a day. On-site nursing coverage must be provided either by registered nurses (RNs) or licensed vocational nurses (LVNs). The facility must follow all applicable Board of Nursing Regulations.
6. Provide a psychiatrist for medication management for youth on psychotropic medications;
7. Require that staff administering psychotropic medications will be trained in the administration and side effects for these medications. This training must be updated annually, documented in training or personnel files, and conducted by a registered nurse, pharmacist, or medical doctor;
8. Provide over the counter medications, medical supplies, and first aid to TJJD youth;
9. Provide supervision for youth sent off-site to a hospital. Supervision to be provided at a rate of 1 staff per youth for the duration of the hospital stay;
10. Transport TJJD youth to and from health care appointments;
11. Describe the provision of on-site or on-call nursing staff;
12. Agree to, obtain authorization and secure an encumbrance number from the TJJD prior to incurring health care expenses for youth not eligible for Medicaid or other assistance programs. These requirements do not apply in the case of a bona fide emergency, in which case notification will be given no later than the next working day after the emergency. Private insurance and governmental assistance programs will be utilized for health care when possible. Costs incurred that do not meet these requirements are the responsibility of the Service Provider; and
13. TJJD will conduct a Health Contract Care Facility Review annually in compliance with Exhibit I.

H. Educational Services

Respondent is responsible for implementing and ensuring that TJJD youth are provided with the appropriate 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. The Respondent must:

1. Identify the LEA that is to provide educational services for TJJD youth. The LEA must provide a full day education program **(minimum of 360 minutes of instruction)** during the full year school term. Provide documentation that the LEA is fully aware of the proposed program and its target population and that demonstrates the LEA's willingness and intent to provide the required educational services;
2. Describe its efforts to advocate for services provided by the LEA that are specifically significant for male and/or female adolescents. Proposals that show, or ensure, that these services will be provided will be evaluated more favorably;
3. Describe the annual school schedule, including the number of instructional days;
4. Describe activities that youth will be engaged in during school holidays;
5. If educational services are provided on-site;
   a. Provide a statement that adequate space in the facility for educational services, including classrooms for basic academic classes, special education classes, library services, and technology labs. Describe features of the education space and services that are significant for male and or female adolescents, for example, the number of students assigned to a classroom or whether the library has age and gender appropriate books and other resources.
   b. Provide the capability in the classrooms to support telecommunications and network computer assisted instruction and Internet access in the library, including a description of specifications about these capabilities.

c. Provide a description of GED preparation on-site and the accessibility to GED testing either on-site or in the community.
d. Provide a description of opportunities for campus work, career and technology opportunities, and vocational adjustment programs.
e. Provide a description of community service opportunities during the school day that are a tied to the Texas Essential Knowledge and Skills (TEKS) provided in the student's classes, and result in the development of education products for grades.

6. Describe any additional educational opportunities or services that will be provided.

I. **Clothing, Nutrition, and Hygiene Items**

Respondent is responsible for procuring and distributing clothing and hygiene items to TJJD youth and providing for their nutritional requirements:

1. The following are the minimum articles of clothing for TJJD youth:
   - Socks
   - Underwear
   - Pants
   - Shirts
   - Shoes
   - Recreational Clothing
   - Sweatshirts, jackets or other seasonally appropriate outer clothing.

   Each youth must have their own socks and underwear. The number of changes that a TJJD youth will need depends on the laundry schedule. At release, youth are given the clothes that they wear leaving the program (shoes, pants, shirt, and seasonally appropriate outer clothing) along with at least the following: underwear, socks.

   Respondent must:
   a. Provide a list of clothing for each TJJD youth;
   b. Provide uniforms for TJJD youth, similar to khaki pants and polo shirts;
   c. Describe procedures for distributing clothing;
   d. State its willingness to provide clothing that is clean, properly fitted, not threadbare, and seasonally appropriate for all activities and not an impediment to the developmental progress of the youth; and
   e. Submit the laundry schedule.

2. For nutrition, Respondent must make the following assurances and provide the following:
   a. Submit sample menus;
   b. Certify menus annually by a registered dietitian. Menus should include a variety of food served;
   c. Provide nutritional meals that meet all licensing standards;
   d. Meet nutritional requirements according to age, gender, activity level, and any identified special physical or medical needs;
   e. Follow TJJD Nutrition and Food Service Manual policies and procedures;
   f. Have a Certified Food Service Manager for the site;
   g. Participate in and meet all the regulations of the National School Lunch Program/School Breakfast Program;
   h. Follow all applicable state and local sanitation and health standards;
   i. Have two on-site health department inspections during the school year, or as required by NSLP/SBP;
   j. Maintain food establishment permit (if applicable);
   k. Keep temperature records for food storage, preparation and service;
   l. Meet the Recommended Dietary Allowances from the National Research Council;
   m. Serve portions of food as indicated on menus and maintain a record of any substitutions must be kept on file for 3 years;
   n. Food production records must be completed for each meal and snack;
   o. Describe the process for the provision of special medical and religious diets, with a registered dietitian providing consultation, and that information including the diet order and service of meals, etc., should be documented and kept on file;
   p. Describe the system for meal quality evaluation by the registered dietitian or designated administrative staff;
   q. Follow a single menu for youth and staff (if any staff eat meals provided by the facility);
   r. Describe calorie content of the mandatory three meals and a snack provided daily, with at least two hot meals daily;
   s. Meals and snacks must not be used as disciplinary measures;

t. Describe tool and chemical control procedure; and
u. No more than 14 hours may lapse from the beginning of supper to the beginning of breakfast.

3. For hygiene items, Respondent must:
   a. Provide a list of hygiene items to be made available to each TJJD youth;
   b. Describe the procedures for distributing hygiene items; and
   c. State its willingness to provide appropriate, gender specific hygiene items, including ethnic hair and skin care products.

J. **Treatment Services**

TJJD has a need for residential facilities that provide mental health treatment services, alcohol and other drug treatment (AOD) and facilities that accept sex offenders and provide sexual behavior treatment services. Respondents should clearly state any specialized population they are willing to accept or not to accept

1. Respondents accepting sex offenders must provide a description of the sexual behavior treatment services they propose to provide. Including a list of resources/referrals to clinicians willing to provide treatment services.

2. Respondent offering AOD treatment must provide a minimum of 16 hours of specific Alcohol and Other Drug (AOD) treatment programming per week. Services include 1 hour of weekly individual chemical dependency counseling and 5 hours of group chemical dependency counseling. A combination of 10 hours providing specific AOD counseling should include a Life Skills Training/Substance Abuse Education program. This program must use evidence-based curriculum; of which, TJJD is willing to provide training on our *Pathways to Self Discovery Change* curriculum. Program Curriculum chosen must allow youth to address the underlying emotional dynamics which fuel delinquent- criminogenic behavior, use of Alcohol or Other Drugs and the issues surrounding their psychological disorder, and effects on the family (society). Programming will also need to include Relapse Prevention Education, Family Involvement, and Self Help (AA/NA) Recovery programming.

Respondents seeking to provide treatment services must:
1. Show proof that the treatment provided is evidence based and appropriate for the population served, that all staff providing the program are properly trained in the treatment program offered;
2. Provide timelines for treatment completion and treatment objectives;
3. Provide case management through coordinated work with the TJJD Primary Service Worker and/or Parole Officer assigned, and work with families to assist in re-integration upon release;
4. Describe its behavioral modification treatment system. The system must be evidence based, modify negative behavior and enhance positive behavior and skills;
5. Describe Individual counseling, didactic groups, and experiential groups as required components of the treatment program;
6. Describe recreational components included in the program to emphasize team building and accountability;
7. Include the capability to measure and document each youth's progress throughout his stay. .All records will be maintained by the facility and produced upon request; and
8. Assure that TJJD staff may observe clinical services at any time.

K. **Youth Rights, Youth Complaint and Resolution System, and Personal Funds**

Each TJJD youth is entitled to have certain basic rights, have access to a complaint system that is confidential, and have her/his personal funds handled in a safe and prudent manner. The Respondent must:
1. State its understanding of the basic rights that each TJJD youth are entitled to. These rights are described in TJJD General Administrative Policy regarding Youth Rights and Remedies;
2. Describe the privileges afforded a youth and manner of assessment for delivery of same;
3. Describe the process for handling youth complaints, including procedures for maintaining the confidentiality of the complaint process;
4. Agree to participate in TJJD's Youth Complaint automated system as described in TJJD General Administrative Policy; and
5. Describe the procedures for handling youth funds.

IX. MEASURES OF PERFORMANCE AND QUALITY OF SERVICES

A. TJJD has a comprehensive system of evaluating program performance and youth outcomes. The basis for program evaluation and monitoring includes the following:

- Periodic announced and/or unannounced on-site program monitoring by TJJD.
- Compliance with the Contract for Residential Services.
- Progress toward behavioral and treatment outcomes.
- TJJD Performance Measures for Residential Contract Programs. A description is attached as Exhibit H.
- TJJD Monitoring Rating for Residential Contract Programs. A description is attached as Exhibit H.

B. Respondent must describe its efforts to take appropriate action within the time period specified by TJJD to correct findings and deficiencies identified during any and all monitoring visits.

C. Respondent must state its willingness to be responsible for monitoring the day-to-day operations of the program and correcting deficiencies as they occur.

D. Respondent must state its willingness to monitor the activities of consultants, subcontractors, subcontractor's employees, and volunteer workers to ensure compliance with applicable requirements and achievement of performance goals.

E. The Respondent recognizes that TJJD is paying Respondent to deliver the services specified herein. Respondent will be required to meet a minimum **Acceptable Quality Level (AQL)**. The AQL is defined as the level of service at which the programs will operate 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. The respondent is required to provide a detailed of Quality Control Plan that will insure the AQL is maintained at all times during the performance to the contract.

Respondent is expected to demonstrate in the proposal the willingness and acceptance to allow TJJD to conduct performance monitoring and to provide full cooperation in the process, including announce and unannounced compliance monitoring and investigations. In addition, respondent must demonstrate an understanding of TJJD's Contract Care Performance and Quality of Services Measures (Exhibit H) and be willing to take appropriate action to correct findings and deficiencies. Respondents will also be responsible for monitoring the activities of consultants, subcontractors, subcontractor's employees, and volunteer workers.

G. Respondent must state its willingness to allow the Texas Education Agency, United States Department of Education and other state agencies required to monitor education practices for youth in Texas to have access to records and observation of program delivery.

X. USE OF CONTRACT BY LOCAL AND STATE AGENCIES:

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

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

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

The Customer shall operate residential programs and services as per the requirements, terms and conditions of the established contract. The Customer may not deviate from the material requirements of this Contract, as Contractor is not obligated to perform other than as stated within this Contract unless a change is approved by the Department.

The Customer shall use this contract exclusively while identified as an authorized user. If the Customer procures services from another provider, Customer's status as an authorized user will be terminated.

The Customer shall request service directly from Contractor.

The Customer shall receive and reconcile invoices and client participation reports independent from the Department.

The Customer shall work directly with the Contractor in resolving all issues, including by litigation, as they relate to the Contract.

The Customer shall be billed directly by the Contractor and make monthly payments from local funds as per the rates in Exhibit C (Rate Schedule) of the Contract. The Department shall have no obligation to pay Contractor for monies the Customer may owe Contractor.

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

XI. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

Definition: "Historically Underutilized Business" means an entity with its principal place of business in this State that is:

A. A corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;

B. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;

C. A partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;

D. A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or

E. A supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime Respondent under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

"Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

HUB Representation

The Respondent represents and certifies as part of its offer that it ☐ is, or ☑ is not, a HUB certified by the Texas Procurement and Support Services.

XII. LOCAL GOVERNMENT CODE, CHAPTER 244

244.002. NOTICE OF PROPOSED LOCATION.

(a) An agency of the state, a political subdivision of the state, or a private vendor operating under a contract with an agency or political subdivision of the state that proposes to construct or operate a correctional or rehabilitation facility within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or a political subdivision of the state, or a church, synagogue, or other place of worship shall:

(1) provide written notice to:

(A) the commissioners court of any county with an unincorporated area that includes all or part of the land within 1,000 feet of the proposed correctional or rehabilitation facility; and

(B) the governing body of any municipality that includes within its boundaries all or part of the land within 1,000 feet of the proposed correctional or rehabilitation facility; and

(2) post the notice required by Subsection (d).

(b) An entity required to give notice under Subsection (a) shall give notice not later than the 60th day before the date the entity begins construction or operation of the correctional or rehabilitation facility, whichever date is earlier. The entity shall include in the notice:

(1) a statement of the entity's intent to construct or operate a correctional or rehabilitation facility in an area described by Subsection (a);

(2) a description of the proposed location of the facility; and

(3) a statement that this subchapter governs the procedure for notice of and consent to the facility.

(c) For purposes of this subchapter, distance is measured along the shortest straight line between the nearest property line of the correctional or rehabilitation facility and the nearest property line of the residential area, school, park, recreation area, or place of worship, as appropriate.

An entity described by Subsection (a) shall prominently post an outdoor sign at the proposed location of the correctional or rehabilitation facility stating that a correctional or rehabilitation facility is intended to be located on the premises and providing the name and business address of the entity. The sign must be at least 24 by 36 inches in size and must be written in lettering at least two inches in size. The municipality or county in which the correctional or rehabilitation facility is to be located may require the sign to be both in English and a language other than English if it is likely that a substantial number of the residents in the area speak a language other than English as their familiar language.

The ***60-day notification requirements*** do not apply to those Offerors exempt under Local Government Code, Chapter 244, Section 244.006.

RESPONDENT MUST CHECK ONE BELOW

YES_____ NO ✓ Proposed facility is within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or political subdivision of the state, or a church, synagogue, or other place of worship.

RESPONDENT MUST CHECK ONE BELOW

YES ✓ NO _____ Proposed facility is a existing fully licensed and operational facility currently in use by the Respondent.

XIII. REDACTION CLAUSE

Redacted Electronic Copy: Under House Bill 3430, 80th Texas Legislature, (transferring §2177.052, Tex. Gov't Code, to Chapter 322, Tex. Gov't Code and redesignating it as §322.020) and as per the following requirements, no later than two (2) business days after Awarded Vendor's receipt of notice from Texas Juvenile Justice Department of Awarded Vendor's tentative contract award, the Awarded Vendor (and no other vendors) must deliver to Texas Juvenile Justice Department two (2) electronic copies of its complete proposal. Awarded Vendor shall deliver these electronic copies to Texas Juvenile Justice Department via overnight delivery in compliance with all of the following requirements:

Two (2) CDs, each containing a copy of Awarded Vendor's Proposal, in searchable pdf format, which has excised, blacked out, or otherwise redacted information from its Proposal that Awarded Vendor reasonably considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of Awarded Vendor's Proposal, such as social security numbers). Each CD shall also contain an Appendix for Awarded Vendor's Proposal which provides a cross reference for the location of all information redacted by Awarded Vendor and a general description of the redacted information. These two (2) identical CDs should be entitled "For Public Release: Redacted Version of [Name of Awarded Vendor]'s Proposal and Exhibits: Texas Juvenile Justice Department's RFP No. 644-14-122313."

The Texas Legislative Budget Board has now implemented this contracts database. For information regarding the LBB website, go to http://www.statutes.legis.state.tx.us/SOTWDocs/GV/htm/GV.322.htm#322.020

See the LBB website at www.lbb.state.tx.us <http://www.lbb.state.tx.us/>. Texas Juvenile Justice Department shall upload to the LBB's contracts database the text of the complete contract (with limited redaction and appendix) no later than ten (10) days after date of contract award. In submitting a Proposal in response to this RFP, Vendors acknowledge that they understand and accept this requirement."

XIV. COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Respondent shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and TJJD policies related to PREA to the extend required by law for the type of facility contemplated by this agreement. Respondent shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract. Respondent acknowledges that in addition to "self-monitoring requirement" TJJD will conduct announced or unannounced compliance monitoring visits including "on-site" monitoring. Respondent will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013. Respondent shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD. During the non-audit period, TJJD will perform an audit at no cost to Respondent to ensure continued compliance with the PREA. Failure to comply with PREA standards and related TJJD policies to the extent required by law for the type of facility contemplated by this agreement may result in termination of the contract.

XV. SCREENING AND EVALUATION OF PROPOSALS

Proposals will be evaluated using the following process:

EVALUATION OF PROPOSALS PROCESS	
Phase I	All proposals submitted by the deadline will be screened to verify the minimum qualifications stated in the RFP have been provided. Proposals not meeting these requirements will not be considered and the Respondent will be so informed. All qualified proposals will be validated by the Contract Specialist prior to submission to the technical review committee for evaluation. TJJD reserves the right to conduct reference or background checks including, but not limited to, Respondent's former employers or community agency personnel who have knowledge of the Respondent's work performance and the professional reputation in the community.
Phase II	A technical review committee of TJJD program and administrative staff and/or external, Non-TJJD, qualified individuals will evaluate and score each qualified proposal. Each member of the committee shall rank order each proposal using the evaluation scores.
Phase III	At TJJD's discretion on-site visits may be made to Respondents' facilities with the most highly evaluated and ranked proposals. The primary focus of the on-site visit is to have an opportunity to tour the proposed facility. The Respondent's representatives should expect to respond during the on-site visit to questions TJJD staff. These On-site visits will be evaluated, scored and ranked as to meeting the needs and requirements of TJJD. Those Respondents' facilities being evaluated and ranked most highly and meeting TJJD requirements may be asked to make an oral presentation. The presentation will provide an overview of the proposed program of no more than one hour in length. The Respondents should expect to respond to questions from TJJD staff. At any point in the evaluation process Respondents may be asked to provide written responses to questions from TJJD staff. Answers will become part of Respondent's proposal.
Phase IV	All information summarized and submitted to the Executive Director of the Texas Juvenile Justice Department for a final decision.
Phase V	A final Contract is executed with the approval of the Executive Director of the Texas Juvenile Justice Department. Award is posted to State of Texas Electronic State Business Daily (ESBD and notifications are sent to unsuccessful Respondents.

Minor irregularities: To be considered responsive, a proposal must set forth full, accurate, and complete information and all forms must be signed as indicated and as required by this request for proposal. If the requirement that is not met is considered a minor irregularity or an inconsequential variation, an exception may be made at the discretion of TJJD and the offer considered responsive. This may occur only if the variation has negligible significance to price, quality, quantity, or delivery of services and does not affect the competitiveness of other offers. Not signing in the required places and answering "no" to any of the assurances is not considered a minor irregularity

The Contract Specialist will rely on the following minimum requirements for accepting Respondent proposals:

PHASE I MINIMUM REQUIREMENTS FOR RESPONDENT RESPONSES	
I.	TJJD receives original and 5 copies by deadline in TJJD RFP# 644-14-122313
II.	Completed and signed Execution of Offer form (Section XIV of RFP)
III.	Completed Respondent Data Form (Exhibit A)
IV.	Completed and signed Assurances and Certification Form (Exhibit B). If any assurances are marked "NO", Respondent's response will be disqualified.
V.	Completed and signed Rate and Budget Information Certification Form (Exhibit C)
VI.	Included at least three references with contact information; name, address, telephone number, e-mail address
VII.	Completed HUB Subcontracting Plan (Exhibit D). Plan must be determined to be developed in good faith
VIII.	Program Components and Narrative. If narrative does not contain all program components or if statements of willingness to comply with the applicable requirements are not made, proposal will be considered unresponsive and will not be evaluated.

The technical review committee will use the following evaluation criteria to review and score each proposal:

EVALUATION CRITERIA	
Price and Financial Components The proposed Rate per Day will be evaluated in terms of reasonableness, competitiveness with other Respondents, similar programs in the marketplace, and the ability of TJJD to pay the contract rate. The budget presentation and narrative justifications will be evaluated based on the clarity of the presentation; the effective, realistic and appropriate allocation of funds to meet program requirements; the reasonableness of administrative and indirect costs; and the competitiveness of salaries for the area. The financial statements and supporting documentation will be evaluated based on the financial condition of the business entity: the overall financial strength of the Respondent relative to the size of the proposal; ability of the Respondent to support the financial needs of the project during the start-up period; and financial resources committed to the project. **TJJD will not accept proposals containing minimum guarantees or minimum beds.**	35 points
Qualifications Evaluation will be based on the Respondent's past experience in providing services to juveniles, juvenile offenders. The evaluation will consider the cultural diversity of the Respondent's organization as well as the description of cultural sensitivity in the provision of services.	15 points
Site and Facility Specifications Evaluation will be based on the overall appropriateness of the site and facility for the proposed program. If the proposed program is in a facility that also houses older juveniles, or a co-ed facility, the features of the facility and the measures that will be implemented to prevent interaction between TJJD youth and these other populations will be critically evaluated. **Sites located in a metropolitan area will be evaluated more favorably.**	20 points
Program Components, Narrative and Measure of Performance and Implementation and Commencement of Services Evaluations will be based on degree of commitment to the project, community and elected officials support of the program, and demonstrated ability to commence services on December 2, 2013. Evaluations will be based on an understanding of, and willingness to comply with, all requirements and responsibilities listed in the RFP. Descriptive information relating to requirements such as treatment services, staff qualifications, job duties, and other requested information will be critically evaluated. In addition, evaluations will be based on an understanding of, and willingness to comply with all requirements for monitoring conducted by TJJD and monitoring conducted by Respondent of its own operations and those of consultants, subcontractors, subcontractor's employees, and volunteer workers.	15 points
Specialized Treatment Programs Ability to provide AOD, SBT, MH, or other specialized treatment services.	15 points
TOTAL MAXIMUM POINTS	100 points

XVI. EXHIBITS TO TJJD RFP # 644-14-122313

A. RESPONDENT DATA FORM
B. ASSURANCES AND CERTIFICATION FORM
C. RATES, BUDGET INFORMATION AND CERTIFICATION FORM
D. HUB SUBCONTRACTING PLAN
E. TJJD GENERAL ADMINISTRATIVE POLICY 81.61, REGARDING NOTIFICATION OF FACILITY OPENING OR RELOCATING
F. TJJD CONTRACT FOR RESIDENTIAL SERVICES, CERTIFICATIONS AND REPRESENTATIONS
G. RESIDENTIAL CONTRACT PROGRAM CASE MANAGEMENT REQUIREMENTS
H. PERFORMANCE AND QUALITY OF SERVICE MEASURES FOR RESIDENTIAL CONTRACT PROGRAMS
I. CONTRACT CARE FACILITY REVIEW TOOL – HEALTH CARE
J. CONTRACT CARE FACILITY REVIEW TOOL – QUATERLY SAFETY & SECURITY CHECKLIST

XVII. EXECUTION OF OFFER

NOTE: RESPONDENT SHALL COMPLETE, SIGN AND RETURN THIS SECTION WITH OFFER. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE OFFER.

By signature hereon, the Respondent certifies to the following Affirmation Clauses:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce Code, Chapter 15, or the Federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

Under Section 2155.006(b) of the Texas Government Code (TGC), a state agency may not accept a bid or award a contract including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other natural disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other natural disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

Any Proposal submitted under this RFP shall contain the names and social security numbers of person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Proposal.

Name: Robert A. Ellis Social Security Number: [redacted]

Name: Social Security Number:

Name: Social Security Number:

Under Government Code §669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, TJJD or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of TJJD or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

The following provision allows an agency to require criminal history background checks of contractor employees and subcontractors who have access to information resources technology of state agencies. Note that under Section 411.1405, Government Code, agencies must have a written policy that has been approved by the Office of the Attorney General relating to the use of background checks before such checks can be performed. If an agency has authority to require other types of background checks and wishes to perform those checks on contractors' employees, a contract provision to authorize such would be needed. Contractor's employees, applicants, interns and volunteers and the employees, applicants, interns and volunteers of Contractor's identified by TJJD as having access to State of Texas information resources and information resources technologies, as defined in Texas Government Code, 127 Section 411.1405, are subject to periodic criminal history record investigations performed by the Department of Public Safety and the Federal Bureau of Investigation for TJJD. Individuals whose criminal histories are determined by TJJD to be unsatisfactory under the policy promulgated by TJJD, and approved by the Office of the Attorney General shall not be allowed access to State of Texas information resources and information resources technologies and may, at the discretion of

TJJD be precluded from providing services through this Contract. Contractor shall reimburse TJJD the cost of the criminal history background investigations.

TJJD is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Systems For Award Management (SAM, https://www.sam.gov/portal/public/SAM), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website: http://www.whitehouse.gov/news/orders/.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: https://www.sam.gov/portal/public/SAM

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

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

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this 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, the 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 will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards. Respondent certified that it has not been an employee of the Texas Juvenile Justice Department within the last twelve (12) months.

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation by submitting a Document identified as Vendor "Terms and Conditions" and listing any exception which is taken. Vendor "Terms and Conditions" may result in disqualification.

RESPONDENT (COMPANY): Pegasus Schools, Inc.

SIGNATURE (INK): _____

NAME (TYPED/PRINTED): Robert Ellis

TITLE: CEO DATE: 5-19-14

STREET: 896 Robin Ranch Road

CITY/STATE/ZIP: Lockhart, TX 78644

TELEPHONE AND FACSMILE NO.: (512) 376-2101 fax (512) 398-2760

PAYEE IDENTIFICATION NUMBER: _____ or

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

HUB Subcontracting Statement

It is the policy of the Texas Juvenile Justice Department to promote and encourage contracting and subcontracting opportunities for State of Texas certified Historically Underutilized Businesses (HUBs) in all contracts in compliance with Texas Government Code, Statute 2161.001-253. Proposers are encouraged to become HUB certified. State of Texas HUB information and applications may be found at:
http://www.window.state.tx.us/procurement/prog/hub/hub-certification/

Definitions for State of Texas HUB certifiable businesses can be found in Texas Administrative Code Title 34 Part 1, Subchapter B, Chapter §20.12 under the Comptroller of Pubic Accounts Procurement and Support Services (TPASS) program and HUB Rules.

Reference number: RFP# 644-14-122313
It has been determined by the Agency that there are probable subcontracting opportunities in the scope of the work for this proposal/offer.

TJJD has provided a brief list of potential areas of subcontracting based upon the TJJD's understanding of this procurement request. Proposers are not limited to the potential subcontracting areas listed below. TJJD is relying upon the Proposer's expertise to fully identify subcontracting opportunities that best align with their organization and this procurement request. Proposers, who intend to subcontract, are responsible for identifying **all areas that will be subcontracted** and must perform the good faith effort process for each identified subcontracting area as required by the HUB Subcontracting Plan Form documents.

Class	Item	Description
910	39	Janitorial/Custodial Services
910	54	Painting, Maintenance and Repair Servces
910	60	Plumbing Maintenance and Repair
948	76	Psychologists/Psychological and Psychiatric Services
958	67	Food Service Management Services
961	02	Administrative Services, (clerical, secretarial)
990	46	Guard Services and Security Services
948	55	Medical Services Non-Physician
968	71	Waste Disposal Services, Solid & Liquid

A HUB Subcontracting Form *must* be filled out and returned with any bid, offer or proposal to be considered responsive. **If your response to this solicitation does not include a HUB Subcontracting Plan, your response shall be rejected as a material failure to comply with advertised specifications**; All prime vendors (HUB or Non-HUB) are required to comply.

Search the State of Texas CMBL Database for HUB vendors by the NIGP class and item at the following link:
http://www.window.state.tx.us/procurement//cmbl/cmblhub.html

Additional minority and women owned business association resources are available for your subcontracting solicitation notices to State of Texas HUB vendors at this link:
http://www.cpa.state.tx.us/procurement/prog/hub/mwb-links-1/

If you have any questions about the HUB Subcontracting form, finding HUB vendors, or the State of Texas HUB Program, please contact Patrick McReynolds at 512-490-7265, Fax 512-490-7252 or e-mail as follows:
patrick.mcreynolds@tjjd.texas.gov

RULE

a. **Purpose.**

The purpose of this rule is to provide for notification to the public and elected officials of the opening or relocation of certain Texas Juvenile Justice Department (TJJD) operated and contracted residential programs at selected sites.

b. **Notice.**

Except as provided in subsection (d) of this section, as soon as practical before beginning operation or construction of a TJJD operated or contract operated residential program that serves six (6) or more solely TJJD youth or before relocating such a program that is currently operated elsewhere, notice indicating the proposed address and general description of the program will be given to the public and certain elected officials as follows:

1. notice will be published in a newspaper of general circulation in the county in which the proposed program is to be located and include where public comment on the proposal may be sent for review; and

2. notice will be mailed to each city council member, county commissioner, state representative, and state senator who represents the area in which the proposed program is to be located.

c. **Public Meeting.**

Upon request by one of the elected officials, a public meeting conducted by TJJD or the contract operator will be held to inform the public about the proposed residential program and to receive public comment.

d. **Sixty-day Notice for Sites 1,000 Feet from Designated Places and When Written Notice is Received by a Local Governmental Entity.**

1. Pursuant to §244.002 of the Local Government Code, 60 days before beginning construction or operation, whichever occurs first, of a TJJD or contracted residential facility or parole office that is located within 1,000 feet of a residential area, a primary or secondary school, a park or public recreation area, or a place of worship, TJJD or the contract operator shall mail to the commissioners court and governing body of the municipality notice of the proposed location.

2. TJJD shall prominently post an outdoor sign at the proposed location of the correctional facility stating that a correctional facility is intended to be located on the premises and providing the name and business address of the entity. The sign must be at least 24 by 36 inches in size and must be written in lettering at least two inches in size and may be required to be both in English and a language other than English as required by the municipality or county.

e. This section does not apply to:

1. facilities that on September 1, 1997, are in operation, under construction, under contract for operation or construction, or planned for operation on land owned or leased for the purpose;

2. foster homes;

3. temporary facilities operating less than one year at the location;

4. expansion of existing facilities;

5. facilities not operating primarily for use as a correctional or rehabilitation facility, but housing TJJD youth only for a treatment or educational purpose;

6. facilities that require special or conditional use permits for operation; and

7. district offices located in commercial use areas.

f. Denial of Consent to Operate.

A TJJD operated or contract operated residential facility or parole office that is subject to the 60-day notice requirement of subsection (d) of this section may not be operated at the proposed location if not later than the 60th day after the date on which notice is received by a commissioners court or governing body as provided for in subsection (d) of this section, the commissioners court or governing body determines by resolution after a public hearing that the operation of a TJJD or contract residential facility or parole office at the proposed location is not in the best interest of the county or municipality.

(TAC effective date(s): 12/14/03; 12/16/99; 10/01/97; 12/31/96)

STATE OF TEXAS §

COUNTY OF TRAVIS §

SAMPLE CONTRACT FOR RESIDENTIAL SERVICES

This contract effective (upon execution), and is by and between the **Texas Juvenile Justice Department**, hereinafter TJJD, and _____, hereinafter referred to as **Service Provider**, for the provision of Non-Secure Residential Programs, located at _____. This contract number _____, will expire on _____unless renewed per Section IV, Article 10.

This contract is entered into under the authority of §61.037, Human Resources Code, for the mutual considerations described in this contract.

This Agreement is composed of the following documents:

1. This Contract, including all attachments;
2. Service Provider's Statement of Work;
3. Service Provider's Historically Underutilized Business (HUB) Subcontracting Plan;
4. Service Provider's proposal dated _____;
5. Service Provider's Best and Final Offer (BAFO) dated____;
6. RFP #644-14-122313;
7. All Amendments.

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

I. SERVICE PROVIDER

For and in consideration of the payment of fees for providing residential services in accordance with this Agreement, Service Provider will:

A. Prior to referral of youth, a Contract Care Safety and Security Inspection. This will be conducted by TJJD staff. All deficiencies will be corrected and inspection successfully completed before the placement of youth. Future inspections may be conducted happen up to but not limited to every 90 days for the life of the contract.

B. Appoint members to a Youth Placement Committee that will be established. This committee will consist of members from TJJD and _____. The committee will review youth for placement into the Non-Secure Residential Male and Female Juvenile Offender Program. Youth will transition to the Non-Secure Residential Male and Female Juvenile Offender Program at a rate of (*TO BE DETERMINED*) per week starting (*TO BE DETERMINED*).

C. Obtain and maintain a license or certification listed in the RFP for the full term of the contract and any subsequent extensions.

D. Comply with all applicable laws, including TJJD rules related to the listed services and treatment provided to youth being served under this contract. Any amendments made to applicable TJJD rules during the term of this contract apply to the Service Provider as of the effective date of the amendments.

E. Comply with Service Provider's Statement of Work Outline and Service Provider's Statement of Work Narrative and Budget, attached as **Exhibit C**, except to the extent it is in conflict with TJJD Residential Standards and Statement of Work Outline, which take precedence over Service Provider's Statement of Work Narrative.

F. Maintain a "meets standards" overall performance and monitoring measure rating.

G. Implement and maintain a program for providing health care services.

1. Enroll eligible youth in Medicaid or other assistance programs for health care.
2. For youth not eligible for Medicaid or other assistance programs for health care, obtain authorization and secure an encumbrance number from the TJJD Primary Service Worker prior to incurring expenses. These requirements do not apply in the case of a bona fide emergency, in which case notification will be given no later than the next working day after the emergency. Private insurance and governmental assistance programs will be utilized for health care when possible. Promptly send bills to the TJJD District Office no later than five (5) days after receipt of the invoice. Costs incurred that do not meet these requirements are the responsibility of the Service Provider.

H. Notify the TJJD Director of Contracts, Procurement and Support Services in writing of all revenue sources and reimbursements from third parties for any and all 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 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 parents or guardians will be required to pay for the support of the youth in the program, unless otherwise ordered.

I. Submit claims to the TJJD District or Central Office as requested on invoices bearing Service Provider's name and address no later than five (5) work-days from the last day of the month for which payment is requested. Invoices must contain names of youth, TJJD numbers and the dates present in the program. The youth is present for payment purposes when he/she is present until 12:01 a.m. or is authorized by the TJJD Contract Care Administrator to be away.

J. Afford TJJD access to TJJD youth and all records and/or information on TJJD youth at all times.

K. Forward copies of all audits, monitoring, and investigative reports completed by any entity to the TJJD Quality Assurance Manager within five (5) work days of receipt.

L. Allow TJJD/designee to perform announced and unannounced monitoring, performance evaluations, investigations, or audits.

1. Provide access, inspection, and reproduction to all records related to services rendered under this contract that are necessary to facilitate monitoring, performance evaluations, investigations or audits.
2. Records include, but are not limited to, contracts, notes, real property documents, accounting/financial records, written policies and procedures, correspondence, performance evaluation data and reports, and any other information pertinent to revenues, costs, expenses, and performance of services provided under this contract belonging to either the Service Provider, its subsidiaries, parent and/or affiliate(s), including subconsultants, subcontractors, employees, and any and all related parties to the contract. Related Party is defined below.
3. Upon request by TJJD, provide facilities to TJJD/designee to perform any of the functions listed in this subsection, as well as adequate and appropriate workspace and copier.

M. Maintain all financial records in accordance with generally accepted accounting principles. Follow TJJD fiscal management policies and procedures in submitting timely billing and maintaining financial records, programmatic and supporting documents, statistical records or any other records required to be kept under this contract.

N. Maintain and retain records for a minimum of four (4) years after the termination of the contract period, or for four (4) years after the end of the federal fiscal year in which services were provided, whichever is longer. If any litigation, claims, disputes, or audit involving these records begins before the four (4) years expires, the Service Provider will keep the records and documents until all litigation, claims, disputes, or audit findings are resolved.

Resolution is when a final order is issued in litigation, or a written agreement is entered into between TJJD and the Service Provider. Contract period means the beginning date through the ending date specified in the original contract or any amendments.

O. Disclose in writing to the TJJD Director of Contracts, Procurement and Support Services any transactions with related parties providing goods or services to the Service Provider, the cost of which is included in the rate per day paid by TJJD.

1. 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 the 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, principle investors, owners, or managers and their relatives listed above.
2. 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.
3. Any violation of this section can be considered a breach and could result in administrative error sanctions or contract termination.

P. Comply with the Residential Contract Program Case Management Requirements, listed as **Exhibit G of RFP** and incorporated into this contract as if set forth therein. Service Provider agrees that any amendment(s) made to the Standards in Exhibit G during the term of the contract apply to the Service Provider as of the effective date of the said amendment(s).

Q. Require any of Service Provider's employees or employees of subcontractors to cooperate with or testify in judicial proceedings, youth disciplinary hearings, legislative and administrative hearings or investigations, at the request of TJJD. Service Provider will provide required documentation in a timely manner and provide office space and a telephone for youth disciplinary hearings, upon request.

R. Obtain an independent audit according to the following requirements:

1. If the Service Provider has contracted with a subcontractor to perform its primary management responsibilities, the independent audit shall be performed for the subcontractor's financial statements. Otherwise, the independent audit shall be performed for the Service Provider's financial statements.
2. If more than $400,000 is received annually under this contract, an annual independent audit must be obtained; otherwise a biannual independent audit must be obtained.
3. The audited financial statements, notes, opinions, and, if applicable, the schedule of findings and questioned costs shall be submitted to the TJJD Quality Assurance Manager no later than 30 days after receipt from the independent auditor. However, audited financial statements must be submitted no later than 10 months following the reporting period to the TJJD Quality Assurance Manager.
4. Independent audits must be performed according to Generally Accepted Auditing Standards and any other standards that apply to the Service Provider or subcontractor.
5. The independent audit must be performed by a Certified Public Accountant or firm licensed to practice public accountancy in the state in which the audit is performed.
6. The independent audit must comply with the Single Audit Act of 1984 if the Service Provider or subcontractor is a local government or non-profit organization.

S. Ensure a computer setup with at least the following: Microsoft© Office 2007 (for Word documents and Excel spreadsheets. internet service provider (ISP) and an e-mail account.

T. Notify TJJD if Service Provider is or becomes a covered entity under the Health Insurance Portability and Accountability Act (HIPPA). Service Provider is to secure any HIPPA consent or authorization necessary to provide to or obtain from TJJD protected health information.

U. To the extent required by law, take any actions necessary to comply with any Plan TJJD develops requiring contracted residential service providers to become certified by the American Correctional Association. TJJD will provide advance notice of any Plan impacting Service Provider and will provide not less than 90 (ninety) days notice before obligations under this Section begin.

V. Allow TJJD education and treatment staff to review documents related to those services as provided to youth at any time.

II. TJJD

For and in consideration of the services provided to TJJD youth in placement by Service Provider, TJJD will:

A. Determine which youth are eligible for referral to Service Provider's program and make appropriate referrals. TJJD will appoint members to the Youth Placement Committee referenced in Section I – B.

B. Pay for services rendered by Service Provider at the rates listed in Exhibit C.

This includes up to five (5) days that youth may be authorized to be away from the program. This authorization may be granted and the limit extended for unusual circumstances by the TJJD Contract Care Administrator.

C. Pay for a placement for a youth up to three (3) days following an escape, only if the Service Provider agrees that the youth can return to the program.

D. 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 contractor'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.

E. Pay health care bills authorized by the designated TJJD Staff. Encourage the use of vendors who use the current Maximum Affordable Payment Schedule (MAPS) established by the Texas Department of Assistive and Rehabilitative Services. Provide assistance to the Service Provider on Medicaid procedures.

F. Complete monitoring of Service Provider's program according to the formal monitoring schedule and standards developed by Central Office Contract Administration.

G. Remove youth from the program within ten (10) days when Service Provider determines that the youth can no longer remain in the program due to treatment or behavioral issues.

H. Remove TJJD youth from Service Provider's program when conditions exist that threaten the health, safety and welfare of TJJD youth in the program.

I. Provide all required information for each youth referred to Service Provider.

J. Designate TJJD staff for quality assurance and monitoring visits.

K. Provide amended TJJD Residential Standards and amended Residential Contract Program Case Management Requirements to the Service Provider in a timely manner.

L. Provide access to TJJD applications and information resources via web as needed.

III. CERTIFICATIONS

ARTICLE 1: EQUAL OPPORTUNITY

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

ARTICLE 2: UNFAIR BUSINESS PRACTICES

Service Provider certifies that it or its officers have not been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of Service Provider has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, this contract is void.

ARTICLE 3: FRANCHISE TAXES

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

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

Section 3: If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJD within 24 hours. If such delinquency cannot be cured within 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 administrative error sanctions may be taken under the provisions of the contract.

ARTICLE 4: ASBESTOS REGULATION COMPLIANCE

If applicable, Service Provider certifies compliance with the Asbestos Hazard Emergency Response Act of 1986 (AHERA) by having on file with the Texas Department of State Health Services (DSHS) a copy of Service Provider's AHERA Management Plan for each facility the Service Provider owns, leases, or otherwise uses as a school or is part of a school, grades kindergarten through 12, inclusive where applicable. Prior to the initiation of services under this contract, Service Provider shall provide to TJJD a certification of an asbestos-free environment or a copy of the DSHS acceptance and approval for the Service Provider's AHERA Asbestos Management Plan(s). Service Provider shall comply with the approved Management Plan during the term of this contract and any renewals; failure to do so shall be grounds for termination of the contract. Should DSHS approve a revised or modified Management Plan, a copy of the DSHS acceptance and approval of the revised or modified Management Plan shall be furnished to TJJD.

ARTICLE 5: HUMAN IMMUNODEFICIENCY VIRUS SERVICES ACT COMPLIANCE

Section 1: Service Provider certifies compliance with the HIV Services Act, [Vernon's Texas Code Annotated (VTCA); Health and Safety Code, Section 85.001, et seq] requirements for maintenance of confidentiality regarding HIV and its related conditions, including Acquired Immunodeficiency Syndrome (AIDS).

Section 2: Service Provider further certifies that workplace guidelines are developed and implemented. Service Provider may elect to use workplace guidelines developed and implemented by TJJD. Should Service Provider not elect to use workplace guidelines developed and implemented by TJJD, Service Provider agrees its workplace guidelines shall be similar to TJJD's as required by §85.113, Texas Health & Safety Code.

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

ARTICLE 6: COMMUNICABLE DISEASE PREVENTION & CONTROL ACT COMPLIANCE

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act, [Vernon's Texas Code Annotated (VTCA); Health & Safety Code, Section 81.001 et seq].

ARTICLE 7: 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 the Federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these Federal requirements for confidentiality [42 USC Section 290 dd-2; 42 CFR Part 2] and agrees to comply with said requirements for so long as this contract is in force.

ARTICLE 8: EDUCATIONAL REQUIREMENT

Service Provider is responsible for implementing and ensuring that youth placed in their program are provided with the appropriate educational services as required by state and federal law.

ARTICLE 9: RESTRICTION ON POSSESSION OF WEAPONS

Service Provider agrees that Service Provider or any associates providing services on behalf of Service Provider, shall not carry or possess any type of firearm or other weapon as defined by Texas Penal Code Section 46.02 while rendering services to TJJD youth under this contract. This prohibition includes the carrying of a concealed handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Service Provider's care.

ARTICLE 10: REQUIRED DISCLOSURE OF LOBBYIST ACTIVITY

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

ARTICLE 11: NOTIFICATION TO TJJD OF SUBCONSULTANTS & SUBCONTRACTORS

Section 1: TJJD shall be notified of the selection and/or use of all subcontractors, or subconsultants regularly used by the Service Provider in performing or assessing the performance of Service Provider's duties under this contract if paid or anticipated to be paid an amount exceeding $5,000.00 during the term of this contract, and they are subject to the approval of TJJD; said approval will not be unreasonably withheld.

Section 2: No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TJJD. TJJD shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

Section 3: Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

Section 4: If the Service Provider has contracted with a subcontractor to perform its primary management responsibilities, the independent audit shall be performed for the subcontractor's financial statements. Otherwise, the independent audit shall be performed for the Service Provider's financial statements.

Section 5: If more than $400,000 is received annually under this contract, an annual independent audit must be obtained; otherwise a biannual independent audit must be obtained. The audited financial statements, notes, opinions, and, if applicable, the schedule of findings and questioned costs shall be submitted to the TJJD Director of Youth Services no later than 30 days after receipt from the independent auditor. However, audited financial statements must be submitted no later than 10 months following the reporting period to the TJJD Director of Youth Services.

Section 6: Independent audits must be performed according to Generally Accepted Auditing Standards and any other standards that apply to the Service Provider or subcontractor. The independent audit must be performed by a Certified Public Accountant or firm licensed to practice public accountancy in the state in which the audit is performed. The independent audit must comply with the Single Audit Act of 1984 if the Service Provider or subcontractor is a local government or non-profit organization.

ARTICLE 12: COMPLIANCE WITH CHILD SUPPORT, §231.006, FAMILY CODE

Under Section 231.006 of the Texas Family Code (relating to child support), contractor represents and warrants that Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

For nonprofit corporations with no identifiable owner of twenty-five percent (25%) or more of the corporation, indicate with "none" on the first line below.

_____
Name, Social Security Number, Percent (%)

_____
Name, Social Security Number, Percent (%)

_____
Name, Social Security Number, Percent (%)

_____
Name, Social Security Number, Percent (%)

ARTICLE 13: COMPLIANCE WITH §572.054, TEXAS GOVERNMENT CODE, FORMER OFFICER OR EMPLOYEE OF TJJD

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

ARTICLE 14: COMPLIANCE WITH §2252.901, TEXAS GOVERNMENT CODE, FORMER OR RETIRED EMPLOYEE OF THE AGENCY

Service Provider certifies compliance with §2252.901, Texas Government Code, which provides "A state agency may not enter into an employment contract, a professional services contract under chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided the former or retired employee does not perform services on projects for the corporation, firm or other business entity that the employee worked on while employed by the agency." Service provider certifies that he/she is not prohibited from entering into this contract because of any prior employment with TJJD.

ARTICLE 15: SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS LIST

Service Provider certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

ARTICLE 16: COMPLIANCE WITH §2161.253, TEXAS GOVERNMENT CODE, GOOD FAITH COMPLIANCE WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

Service Provider certifies compliance with §2161.253, Texas Government Code. Service Provider agrees to make good faith efforts to implement the HUB subcontracting Plan. Service Provider agrees to submit to TJJD monthly compliance reports (HUB Subcontracting Plan Contractor Progress Assessment Report) for the term of the contract. The Progress Assessment Report should be submitted to the following address: TJJD, 11209 Metric Boulevard, Bldg. H, Austin, Texas 78758, ATTN: TJJD HUB Coordinator.

ARTICLE 17: FINGER PRINT AND CRIMINAL BACKGROUND CHECKS

Service Provider will:

1. As directed, provide information regarding persons providing services under this Agreement 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 Service Provider's expense but conducted through TJJD or TJJD'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 TJJD's Director of Human Resources.

1. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor's 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's employee, or volunteer worker shall be immediately suspended from working under this agreement unless authorized by TJJD's Director of Human Resources.

   TJJD will approve any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Director of Human Resources (512) 490-7130.

ARTICLE 18: VIOLATION OF FEDERAL LAW RELATING TO RECONSTRUCTION EFFORTS AS A RESULT OF HURRICANES RITA, KATRINA OR ANY OTHER DISASTER AFTER SEPTEMBER 24, 2005

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting may be terminated and payment withheld if this certification is inaccurate.

IV. GENERAL TERMS AND CONDITIONS

ARTICLE 1: RELATIONSHIP OF PARTIES – Independent Contractor

The Service Provider is acting as an independent contractor and is wholly responsible in providing the services under this RFP and for the day-to-day operations of its programs and employees; no joint venture, partnership, or agency exists nor shall be implied by the terms of this contract. No employee of Service Provider shall become an employee of TJJD by virtue of this contract. Should Service Provider subcontract any of the services required in this RFP, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFP.

ARTICLE 2: INDEMNITY

Service Provider agrees to be liable for, and hereby does indemnify and hold harmless TJJD and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts or omissions on the part of Service Provider, its officers, directors, agents, representatives, employees, or visitors which may arise out of or could result from this contract.

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of TJJD. All right, title and interest in and to said property shall vest in TJJD upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in TJJD, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TJJD. TJJD shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

Contractor must give TJJD and/or the State of Texas, as well as any person designated by TJJD and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

ARTICLE 3: LIABILITY INSURANCE

Section 1: Service Provider represents and warrants that it will, within five (5) business days of executing this Contract, provide TJJD with current certificates of insurance or other proof acceptable to TJJD of the following insurance coverage: Standards Workers Compensation Insurance, covering all personnel who will provide services under this Contract; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: $500,000.00 minimum each occurrence; $1,000,000.00 per general aggregate. The insurance must cover injury to a youth that occurs when the youth is in Service Provider's care, custody or control.

Section 2: Service Provider shall provide proof of insurance documents to the TJJD Quality Assurance Manager, upon request.

Section 3: The required insurance coverage must be maintained for the full term of the contract and any subsequent extensions in the above stated amount. Failure to maintain the required insurance coverage may result in termination of this contract or any other administrative error sanctions.

ARTICLE 4: CONFIDENTIALITY AND SECURITY

Section 1: Service Provider agrees that all its employees will comply with state and federal law and with TJJD policies regarding the confidentiality of student records and identifying information.

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

Section 3: Service Provider's employees who visit any TJJD facility will comply with that facility's security regulations.

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

ARTICLE 5: ADMINISTRATIVE ERROR SANCTIONS

Section 1: TJJD, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:

a. Require the Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
b. Recoup payment made to Service Provider; and/or
c. Impose recommendations from audit or investigative findings, and minor or major sanctions; and/or
d. Assess liquidated damages for each instance of non-compliance with the terms of this contract equal to $150 multiplied by the average daily population of TJJD youth placed with the Service Provider in the preceding month; and/or
e. Suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, moratorium on placements, population limitations and/or removal of all youth presently in the program.

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

ARTICLE 6: TERMINATION

Section 1: Service Provider may terminate its obligations under this contract for convenience by giving ninety (90) days notice and assisting in relocating youth in the program to other placements.

Section 2: TJJD may terminate for convenience its obligations under this contract by giving thirty (30) days notice, or immediately in the event youth are removed from the program when conditions exist that threaten the health, safety or welfare of TJJD youth in the program, or in the event of breach of contract by Service Provider.

Section 3: TJJD may terminate its obligations under this contract with the Service Provider for Service Provider failing to complete the corrective action specified and no extenuating circumstances exist; or is non-compliant with any area of the contract; or is below average in any single TJJD performance measure; or is below standards in overall performance measure rating.

Section 4: 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.

ARTICLE 7: WAIVER

No waiver by either party of any breach or default of the other under this contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

ARTICLE 8: SEVERABILITY

If any part of this contract is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this contract are declared to be severable.

ARTICLE 9: CONTRACT AMENDMENT

No other 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 thereof. TJJD reserves the right to make unilateral minor administrative changes.

ARTICLE 10: CONTRACT RENEWAL

The contract will not be automatically renewed. The contract may be renewed provided that both parties agree in writing to do so prior to the expiration date. The rate and services may be renegotiated based on performance and service delivery and the mutual agreement of both parties.

ARTICLE 11: NOTICE OF CHANGES

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

Section 2: Service Provider shall refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from TJJD.

Section 3: Service Provider shall not relocate the services provided under this contract from the location stated in the preamble without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 224, Local Government Code.

ARTICLE 12: VENUE

In any legal action arising under this contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.

ARTICLE 13: PROBLEM SOLVING IN THE ORDINARY COURSE OF BUSINESS

Section 1: The parties to this contract shall use the procedures contained in this article for routine problem solving including claims for breach of contract. Should these procedures not resolve claims for breach of contract, the procedures contained in Article 15 shall be followed thereafter.

Section 2: Informal Resolution: Contract Service Providers 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, TJJD staff are encouraged to utilize the following mechanism to resolve problems.

Section 3: Formal Resolution:

a. Contract Service Providers or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution.

b. The statement of problem will be submitted to the TJJD Program Evaluator unless the problem specifically involves the TJJD Program Evaluator, in which case, it will be submitted to the Quality Assurance Administrator.

c. Problems are resolved within ten working days; written responses will be sent to the individual or program that submitted it, TJJD Program Evaluator and Quality Assurance Administrator.

Section 4: **Appeal:** Service Provider desiring to appeal the decision may do so within ten days by writing all pertinent information relevant to the appeal to the Quality Assurance Administrator or Quality Assurance Manager if the problem wasn't resolved by the Quality Assurance Administrator. When appealed, the problem shall be resolved within 14 working days; responses will be sent to the individual or program who submitted it; TJJD Program Evaluator; Quality Assurance Administrator; and Quality Assurance Manager.

ARTICLE 14: CLAIMS FOR BREACH OF CONTRACT

Section 1: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used, as further described herein, by the Texas Juvenile Justice Department and Service Provider to attempt to resolve any claim for breach of contract made by the Service Provider.

a. Service Provider's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the Service Provider shall submit written notice, as required by Subchapter B, to the Executive Director. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Texas Juvenile Justice Department and the Service Provider otherwise entitled to notice under the parties' contract. Compliance by the Service Provider with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

b. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the Service Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Texas Juvenile Justice Department if the parties are unable to resolve their disputes under subparagraph A. of this paragraph.

c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Texas Juvenile Justice Department nor any other conduct of any representative of the Texas Juvenile Justice Department relating to the contract shall be considered a waiver of sovereign immunity to suit.

Section 2: The submission, processing and resolution of the Service Provider's claim is governed by the published rules adopted by the Texas Juvenile Justice Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Section 3: Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Service Provider, in whole or in part.

ARTICLE 15: NO THIRD PARTY BENEFICIARIES

The terms of the Agreement are for the sole benefit of the parties to the Agreement and will not be construed to confer any rights on any other person.

ARTICLE 16: RIGHT TO AUDIT

Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TJJD or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Service Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the service provider and the requirement to cooperate is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the

date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Service Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. By example and not as an exclusion to other breaches or failures, Contractor's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize TJJD to immediately assess the liquidated damages for such failure. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in the RFO. TJJD may require, at Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm of Contractor'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 Contractor. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Tex Government Code, the State Auditor may conduct an audit or investigation of the Service Provider or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Service Provider or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement 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. This Agreement may be amended unilaterally by TJJD to comply with any rules and procedures of the State Auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the State Auditor on September 5, 2003, in addition to the above, (1) the Service Provider understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds; (2) the Service Provider further agrees to cooperate fully with the State Auditor in the conduct of the audit or investigation, including providing all records requested; and (3) the Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE 17: PAYMENTS

Prior to authorizing payment to Contractor, TJJD shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to TJJD for Services performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, TJJD must make all payments in accordance with the Texas Prompt Payment Act, Gov't Code, Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon TJJD's receipt of funds appropriated by the Texas Legislature.

Contractor shall invoice Owner for work performed by vendor identification number, building, and purchase order number. Invoices must include the Contract number, the number of employees that worked on the job and the number of hours.

ARTICLE 18: ASSIGNMENTS

Without the prior written consent of TJJD, Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

ARTICLE 19: APPLICABLE LAW AND CONFORMING AMENDMENTS

Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TJJD reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TJJD's or Contractor's compliance with all applicable State and federal laws, and regulations.

ARTICLE 20: AMENDMENTS

Except as provided in this Contract, this Contract may be amended only upon written agreement between TJJD and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void.

ARTICLE 21: DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

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

ARTICLE 22: EQUAL OPPORTUNITY

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

ARTICLE 23: ANTITRUST

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly any contents of the submitted proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

ARTICLE 24: NO CONFLICTS

Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

ARTICLE 25: FINANCIAL INTERESTS; GIFTS

Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from TJJD or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

ARTICLE 26: FELONY CRIMINAL CONVICTIONS

Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TJJD as to the facts and circumstances surrounding the conviction.

ARTICLE 27: FALSE STATEMENTS; BREACH OF REPRESENTATIONS

By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signed its Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and TJJD may terminate or void this Contract for cause and pursue other remedies available to TJJD under this Contract and applicable law.

ARTICLE 28: FORCE MAJEURE

Except as otherwise provided, neither Contractor nor TJJD nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this 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, strike, fires, explosions, 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. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

ARTICLE 29: DEBTS OR DELINQUENCIES TO STATE

The Comptroller is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

ARTICLE 30: BUY TEXAS

In accordance with Gov't Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

ARTICLE 31: RECORDS RETENTION

Upon award, TJJD will provide a copy of the General Administrative Policy regarding the State of Texas Records Retention Schedule.

ARTICLE 32: ABANDONMENT OR DEFAULT

If Contractor is found to be in default under any provision of this Contract, TJJD may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to TJJD including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TJJD resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

ARTICLE 33: FUNDING OUT CLAUSE

This contract is subject to cancellation, without penalty, either in whole or in part if funds are not appropriated by the Texas Legislature.

ARTICLE 34: MERGER

This Contract contains the entire agreement between Contractor and TJJD and supersedes any prior understandings or oral or written agreements between TJJD and Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by TJJD and Contractor.

ARTICLE 35: RECYCLED/REMANUFACTURED/ENVIRONMENTALLY SENSITIVE PRODUCTS

Texas State law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product proposed contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "environmentally sensitive."

ARTICLE 36: PROPRIETARY OR CONFIDENTIAL INFORMATION

Responses may include proprietary or confidential information. TJJD will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.

ARTICLE 37: PUBLIC DISCLOSURE

No public disclosures or news releases pertaining to this RFP/Contract shall be made without prior written approval of the TJJD.

ARTICLE 38: RIGHT OF OFFSET

In the event the TJJD determines that Contractor owes money to the TJJD under any contract or purchase order, the TJJD, upon providing Contractor with written notice of its intent to offset, shall have the right to withhold monies due Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the TJJD and apply such monies to the money due to the TJJD.

ARTICLE 39: FEDERAL, STATE, AND LOCAL REQUIREMENTS

Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

ARTICLE 40: COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES, AND LAWS

A. Contractor shall provide services to TJJD that are in compliance with all applicable local, state, and federal laws, rules and regulations now in effect or that become effective during the term hereof including but not limited to, Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination in Employment Act; the Immigration Act of 1990 and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996; Code of Federal Regulations, Title 42, Part 2 (regarding information about drug and alcohol abuse offenders); Environmental Protection Agency (EPA) Rules and Regulations; Texas Code of Criminal Procedure; Texas Health and Safety Code, Chapters 85, 595, 611; Texas Administrative Code, Title 25, Chapter 403, Subchapter K (regarding offender identifying information); the Americans with Disabilities Act of 1990; the Civil Rights Act of 1991; Occupational Safety and Health Act (OSHA) of 1970; Section 231.006, Texas Family Code; Texas Government Code, Chapter 508, 783, 2254, 2259, and 2260; Local Government Code, Chapter 244; and any and all relevant federal and state financial cost principles and audit requirements; and any and all rules, policies and procedures established from time to time by the TJJD.

B. When differences between applicable standards exist, the higher standard, as defined by the TJJD, will prevail.

ARTICLE 41: PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Contract, provided that the State shall notify Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify TJJD of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without TJJD's prior written approval.

Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

ARTICLE 42: NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, TJJD and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code, Chapter 2260.

ARTICLE 43: LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS

Contractor shall have no authority to act for or on behalf of TJJD or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the TJJD.

ARTICLE 44: REDACTION CLAUSE

Redacted Electronic Copy: Under House Bill 3430, 80th Texas Legislature, (transferring §2177.052, Tex. Gov't Code, to Chapter 322, Tex. Gov't Code and redesignating it as §322.020) and as per the following requirements, no later than two (2) business days after Awarded Vendor's receipt of notice from Texas Juvenile Justice Department of Awarded Vendor's tentative contract award, the Awarded Vendor (and no other vendors) must deliver to Texas Juvenile Justice Department two (2) electronic copies of its complete proposal. Awarded Vendor shall deliver these electronic copies to Texas Juvenile Justice Department via overnight delivery in compliance with all of the following requirements:

Two (2) CDs, each containing a copy of Awarded Vendor's Proposal, in searchable pdf format, which has excised, blacked out, or otherwise redacted information from its Proposal that Awarded Vendor reasonably considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of Awarded Vendor's Proposal, such as social security numbers). Each CD shall also contain an Appendix for Awarded Vendor's Proposal which provides a cross reference for the location of all information redacted by Awarded Vendor and a general description of the redacted information. These two (2) identical CDs should be entitled "For Public Release: Redacted Version of [Name of Awarded Vendor]'s Proposal and Exhibits: Texas Juvenile Justice Department's RFP No. 644-14-122313."

The Texas Legislative Budget Board has now implemented this contracts database. For information regarding the LBB website, go to http://www.statutes.legis.state.tx.us/SOTWDocs/GV/htm/GV.322.htm#322.020

See the LBB website at www.lbb.state.tx.us <http://www.lbb.state.tx.us/>. Texas Juvenile Justice Department shall upload to the LBB's contracts database the text of the complete contract (with limited redaction and appendix) no later than ten (10) days after date of contract award. In submitting a Proposal in response to this RFP, Vendors acknowledge that they understand and accept this requirement."

ARTICLE 45: SPECIFICATIONS

The services performed shall be in accordance with the purchase specifications herein. 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. TJJD will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the Contractor.

ARTICLE 46: ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY, STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. 2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard"
(http://www.buyaccessible.gov). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format.
Additional information regarding the "Buy Accessible Wizard"
or obtaining a copy of the VPAT is located at http://www.section508.gov/.

ARTICLE 47: NOTICE

It is good practice to designate who receives formal notices and the acceptable manner for the delivery of such notice in a contract. Examples of notice provisions include:

Delivery of Notices. Any notice required or permitted to be given under this contract by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date of certified receipt if placed in the United States mail, postage pre-paid by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Contractor's Mailing Address. The mailing address of the Contractor for all purposes under this contract and for all notices hereunder will be:

Texas Juvenile Justice Department Mailing Address
The address for all purposes under this contract and for all notices hereunder shall be sent by registered or certified mail with return receipt to: Texas Juvenile Justice Department, P. O. Box 12757, Austin, Texas 78711, Attn: Patrick McReynolds.

ARTICLE 48: SUBSTITUTIONS

Substitutions are not permitted without the written approval of the Texas Juvenile Justice Department.

ARTICLE 49: TAXES

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

ARTICLE 50: PAST PERFORMANCE

A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
- A score of less than 90% in the Vendor Performance System,
- Currently under a Corrective Action Plan through the CPA,
- Having repeated negative Vendor Performance Reports for the same reason,
- Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). Contractor performance information is located on the CPA web site at:

http://www.window.state.tx.us/procurement/prog/contractor_performance/

TJJD may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TJJD may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TJJD, and any negative findings, as determined by TJJD, may result in non-award to the Respondent.

ARTICLE 51: FEDERAL STATUTE incorporated by Reference

Drug Free Workplace Act of 1988 41 USC 701

ARTICLE 52: SMOKING

The Texas Juvenile Justice Department has a policy of being a smoke-free agency. The policy reflects our commitment to providing a healthy environment for all our employees and visitors. This policy prohibits smoking within any state building or on the grounds. Contractor, by acceptance of this contract, agrees to abide by this policy when on the property of TJJD.

ARTICLE 53: IRS WITHHOLDING

In accordance with Internal Revenue Code Section 3402(t) and the Tax Increase Prevention and Reconciliation Act of 2005, payments by certain governmental entities to service providers after December 31, 2011 may be subject to a 3% federal withholding requirement. The Internal Revenue Service (IRS) offers more detailed information regarding the 3% withholding requirement on their website. It is highly recommended that all Service Providers and potential Service Providers visit the website and review the information provided through the following link:

http://www.irs.gov/govt/fslg/article/0,,id=204409,00.html

If TJJD determines that any payments due under this contract are subject to the 3% withholding requirement, TJJD shall withhold such amounts in accordance with the applicable statute. It is the Service Provider's sole responsibility to assert and establish to the satisfaction of TJJD the availability of any applicable exemption which may impact adherence to this state requirement.

ARTICLE 54: COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA)

Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and TJJD policies related to PREA to the extent required by law for the type of facility contemplated by this contract. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract. Contractor acknowledges that in addition to "self-monitoring requirement" TJJD will conduct announced or unannounced compliance monitoring visits including "on-site" monitoring. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJD. During the non-audit period, TJJD will perform an audit at no cost to Contractor to ensure continued compliance with the PREA. Failure to comply with PREA standards and related TJJD policies to the extent required by law for the type of facility contemplated by this contract may result in termination of the contract.

ARTICLE 55: SIGNATORY AUTHORITY

The undersigned signatory certifies by his/her signature that he/she has the authority to bind the Service Provider to the contract provisions stated herein.

For the Texas Juvenile Justice Department:

Mike Griffiths, Executive Director — Date

For the Service Provider:

Signature	Printed Name	Title	Date
	Robert Ellis	CEO	5-19-14

Approved as to form:

TJJD Attorney — Date

Residential Contract Program Case Management Requirements

1. It is the responsibility of the contracted facility to maintain clinical, medical and educational documentation of all TJJD youth in their care. These documents will be maintained in a format that is accepted by TJJD and clinical treatment service delivery practices.

2. The contracted facility will receive a completed risk and protective factor assessment upon the youth's arrival. The contracted facility will provide TJJD with a written Individualized Treatment Plan, for each youth within seven (7) days of arrival. The plan must identify risk and protective factors to be targeted for the youth based on information sent to the facility. It must include an initial thirty (30) day treatment/program goals outline for services. The case manager will develop an individualized plan based on the clinical and risk/protective factors of the youth. The plan will be written in a manner that the youth can understand and will include the following:

    a. Identify behavior risks to be targeted for clinical/behavioral interventions;
    b. Educational/vocational needs and plan for intervention;
    c. Risk factors and protective factors to be targeted in clinical services and programming;
    d. Identify any special needs of youth in order to provide appropriate services listed in the youth initial plan (Example: MH, LEP, CD, etc.);
    e. Identify plans for Family Participation/Transition planning; and,
    f. The objectives must be specific and measurable with thirty (30) day timeframes for completion until transition.

3. Youth will be assessed for clinical services needs and referred to appropriately licensed clinicians in the community. Services will be provided in accordance with youth need and clinician recommendation. Documentation of sessions will remain in the youth's file at the contract facility and made available to appropriate TJJD staff upon request.

4. Youth treatment plans must be reviewed and updated monthly. The monthly treatment plan reviews and documents the youth's progress for the previous review period and must identify risk and protective factors' interventions addressed. An updated treatment plan will be created to address risk and protective factors to be address in the upcoming thirty (30) days. Documentation of this review must be kept on a common form and placed in the youth's file within five (5) days of the review. The designated TJJD Staff member is to be provided a written copy of the progress review within five (5) workdays after the review.

5. Formally reassess risk and protective factors, via an approved assessment tool (tool to be used must be approved by TJJD prior to evaluating youth), every ninety (90) days to evaluate the youth's progress in reducing risk and increasing protective factors. At this time, the updated treatment plan will address interventions necessary to meet the best interests of the youth, to identify aftercare needs, and to review continued need for the placement based on treatment needs and assigned length of stay. The PO is requested to provide input. Families must be invited by written notice to attend and participate in the ninety (90) day reviews. A follow-up phone call is preferred.

6. Begin aftercare planning with the youth's Parole Officer within thirty (30) day of arrival. The plan includes specific referrals and services identified for youth with input from family. A final transition plan must be ready no less than thirty (30) days prior to the youth's release from the program and must have been developed with the family and Parole Officer.

7. At any time, TJJD Quality Assurance, Treatment, youth's Parole Officer or Release Review Panel Staff may request to review or receive copies of a youth's monthly treatment plans, ninety day re-assessment, clinical documentation and/or correctional therapy notes.

MEASURE OF PERFORMANCE AND QUALITY OF SERVICES

The Texas Juvenile Justice Department 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 of deficiency; conducting a program risk assessment; setting and modifying goals to maximize performance and sustaining continuous improvement.

Performance Measures

The following measures are for evaluating residential programs:

1. **Percent Positive Releases**
   Percent positive releases will be defined as the percentage of persons released from the program by either being discharged from the agency or receiving a permanent assignment to another less restrictive program as defined by agency policy.

2. **Percent Negative Releases**
   Percent negative releases will be defined as the percentage of persons releases from the program receiving a permanent assignment to another more restrictive program, or who are discharged from the agency due to further involvement in the juvenile or criminal court system.

3. **Escapes Per Year Per 10 Students**
   The number of escapes from the program per year divided by the Average Daily Population divided by 10.

4. **Percent Escapes**
   The percentage of youth permanently assigned to the program who escaped at least once.

5. **Felony Arrests Per Year Per 10 Students**
   Felony arrests per year per 10 students will be measured by the number of arrests of students for felonies for the year divided by the Average Daily Population divided by 10.

6. **Misdemeanor Arrests Per Year Per 10 Students**
   Misdemeanor arrests per year per 10 students will be measured by the number of arrests of students for misdemeanors for the year divided by the Average Daily Population divided by 10.

7. **Confirmed Mistreatment Per Year Per 10 Students**
   Confirmed mistreatments during the measurement period divided by the ADP during that period divided by 10. Only Major Rule Violation allegations that are confirmed will be included in the measure.

8. **Percent Early Movement**
   Percentage of youth exiting the program within 30 days.

Performance measures are determined for each quarter in the State fiscal year. A performance profile will be sent out to the Provider 4 times a year, and a corrective action plan (i.e. setting a numerical goal to achieve during the next quarter along with the action plan to meet that goal) will be required for all areas of deficiency. In addition to the 8 identified measures above, the Provider will also be required to identify 2 additional measures (quantifiable) for expected outcomes, of youth that successfully complete the program.

Monitoring Level

Each service provider will be assigned a monitoring level based on site reviews of the compliance with contract terms and quality of service delivery. Monitoring Levels are assigned as followed:

Level 1: Monitoring Score of 90% or higher
Any area of non-compliance will require a corrective action plan to be submitted to the TJJD Program Evaluator.

Level 2: Monitoring Score between 80%-89%
Any area of non-compliance will require a corrective action plan to be submitted to the TJJD Program Evaluator.

Level 3: Monitoring Score between 70%-79%
Any area of non-compliance will require a letter, by the TJJD Administrator to the service provider's management, or appropriate persons in the service provider's chain of command, documenting area(s) of non-compliance, requiring a response and corrective action plan

Level 4: Monitoring Score below 70%
Major sanction will be imposed to include but not be limited to moratorium on placements; limited contract period on renewals; removal of youth; withhold payments; assess liquidated damages; or contract termination. In the event the TJJD Administrator does not wish to enforce a major sanction, a justification must be submitted to the designated TJJD Division Director for review and approval

All monitoring ratings' and sanctions assigned will be included in the Sunset Review which takes place at the conclusion of the contract period. At the Sunset Review, the provider's performance will be examined based on monitoring and evaluation activities and outcome measures identified. This information along with any change to the needs of the population served, will be the determining factors in whether or not the contract will be eligible for renewal.

Contract Care Facility Review Tool Health Care

	Facility:		Date:	
	QUALITY IMPROVEMENT	**SCORE**	**COMMENTS**	**CORRECTIVE ACTION PLAN REQUIRED**
	Facility heath care services are administered efficiently and effectively with ongoing evaluation and a focus on quality improvement.			
1	There is a designated health authority with local responsibility for health care services for youth.			
2	There are written standing orders, signed and dated by the designated health authority/responsible physician, used for the definitive care of identified conditions. The nurse and staff function under a system of standing and direct orders established and supervised by the health authority.			
3	All facility health care policies, procedures, and protocols are reviewed at least every 2 years, revised as necessary, and dated/signed by a physician.			
4	An organized method and format of recording data in the health record is evident.			
5	Follow up on identified health care problems is documented.			
6	A written policy and procedure is available to assure proper management of pharmaceuticals (including psychotropic drugs) including administration, secure storage, and disposal of unused or expired medications.			
7	Youths' prescribed medication is administered, documented, and monitored in accordance with the instructions of the supervising physician and nursing standards of care.			
8	Over-the-counter (OTC) medications are administered, documented, and monitored as ordered or in accordance with the instructions of the supervising physician.			
9	Daily medication logs include date, time, youth name and TJJD #, medication administered, and staff signature and title.			
10	A medication error reporting and documentation process is in place.			
11	An inventory of controlled substances is documented by two staff every shift during which staff administers medication. A key control procedure is in place.			
12	Medical instruments and supplies (e.g., syringes/needles, other sharps) are securely stored, controlled, and inventoried every shift by two staff.			

13	An infection control plan is available onsite and signed as approved by a physician.			
14	The infirmary/health care delivery area is clean, neat, and uncluttered.			
15	Management of biohazardous waste (e.g., syringes/needles and blood spills) complies with applicable local, state, and federal regulations.			
16	There is a system in place and implemented to notify the facility administrator and staff of physical restrictions, medical alerts, and special health needs of youth.			
17	Medical and mental health records are secured, and access is appropriately restricted.			
18	A discharge summary is completed prior to release or discharge and addresses ongoing health care and treatment needs.			
	UNIMPEDED ACCESS TO HEALTH CARE	**SCORE**	**COMMENTS**	**CORRECTIVE ACTION PLAN REQUIRED**
	Youth have timely and unimpeded access to a continuum of health care services, including preventive care, primary care, specialty care, and emergency care.			
19	Nursing coverage is provided as per facility policy and TJJD contract.			
20	Each youth will undergo an initial health screen by the program nurse within two (2) business days of admission to the facility. If a program nurse is not available, a supervising physician/health authority may delegate the task to trained unlicensed staff.			
21	The admitting nurse (RN or LVN) reviews accompanying medical records and documents significant findings.			
22	Each youth will have a physical examination by a medical provider completed as per facility policy and TJJD contract.			
23	Sick call is conducted as per facility policy and TJJD contract.			
24	Off-site care logs and/or medical records reflect youth access to routine, specialty, and emergency care services not available at the facility.			
25	Twenty-four hour emergency medical, dental, and mental health services are available to youth.			
26	The program will comply with Texas Department of State Health Services immunization requirements for youth.			
27	Health care encounters, including medical and mental health interviews, examinations, and procedures, are conducted in a setting that respects the youth's privacy.			
28	A written list of referral sources including emergency and routine care is available and updated as needed.			

	TRAINED AND QUALIFIED STAFF	SCORE	COMMENTS	CORRECTIVE ACTION PLAN REQUIRED
	Health services are provided in accordance with professional standards of care, including the requirement that all staff be adequately trained and qualified to perform their assigned duties.			
29	All staff with responsibility for youth supervision is trained to respond to health related emergencies. The training program is conducted on an annual basis and includes at a minimum: 1) recognition of signs and symptoms and knowledge of actions required in potential emergency situations; 2) basic first aid and CPR certification; and 3) suicide risk prevention and intervention procedures.			
30	Medication Administration training is developed by a RN, MD, or Pharmacist and delivered by a licensed health care professional to all non-medical staff who administer medication. Evidence of training is available for review.			
31	Health care staff complies with applicable federal and state licensure, certification, and registration requirements. Verification of current credentials is on file for health care staff that provides services at the facility.			
32	Duties and responsibilities of health care personnel who provide services at the facility are governed by current, written, and signed job descriptions that are maintained onsite.			
33	Nursing personnel files document current CPR certification.			

	EMERGENCY SERVICES	SCORE	COMMENTS	CORRECTIVE ACTION PLAN REQUIRED
	Facility staff is adequately trained to respond to medical and psychiatric emergencies based upon written policies and procedures.			
34	The program maintains written emergency medical, dental, and mental health care procedures that are available to facility staff at all times.			
35	The facility maintains suicide prevention and intervention policies and procedures which include recognition of and appropriate response to suicide ideation / behavior.			
36	A first aid kit is available to staff and not accessible to youth.			
37	The first aid kit(s) is/are monitored by staff and restocked as needed.			

	Contract Care Residential Non-Secure Facility **Annual Risk Management Checklist**	TEXAS JUVENILE JUSTICE DEPARTMENT

Facility: _____ **Date:** _____

LIFE SAFETY	Yes	No	Comments (indicate if item is NA)
Who is the Authority Having Jurisdiction (AHJ)?			
Is there a current fire safety inspection of the facility conducted by the authority having jurisdiction (local or state fire marshal)?	☐	☐	
Has an emergency action plan (EAP) been developed?	☐	☐	
Is the EAP in writing, kept in the workplace, and available to employees to review?	☐	☐	
Are fire extinguishers easily accessible, inspected in-house monthly, and inspected by a licensed vendor annually?	☐	☐	
Are employees trained on how to use fire extinguishers?	☐	☐	
Are fire extinguishers properly mounted?	☐	☐	
Is access to fire extinguishers blocked?	☐	☐	
Are fire alarm panels easily accessible, in "systems normal" status, and inspected/certified by a licensed vendor annually? Are the emergency back-up batteries located within the fire alarm panel operable (replaced every three years)?	☐	☐	
Is the green power light on?	☐	☐	
Are there any trouble lights on?	☐	☐	
Are supervisory lights on?	☐	☐	
Are notification appliances installed based on type of occupancy?	☐	☐	
Are notification devices both audible and visual (horns and strobes)?	☐	☐	
Is an offsite notification system being utilized? (describe)	☐	☐	
Is the sprinkler system maintained, inspected, and tested annually as required by the NFPA Codes?	☐	☐	
Is stored material closer than 18 inches below the plane or horizontal level of the sprinklers?	☐	☐	
Are smoke and/or heat detectors in operable condition (not blocked and free from debris)?	☐	☐	

Is the kitchen vent-a-hood fire suppression system inspected semi-annually as required and are the nozzles free of grease build-up and debris? Is a Class K fire extinguisher located in the kitchen with a placard in place to indicate its use in case of the vent-a-hood fire suppression system failure?	☐	☐	
Are fire barrier penetrations which pass through fire walls, floors, or ceilings to accommodate utility systems like electrical, mechanical, plumbing or other systems present? Are these openings filled with approved materials equally fire resistant as the surrounding walls or barriers, such as fire caulking materials?	☐	☐	
Are evacuation maps posted and oriented to the building correctly?	☐	☐	
Is emergency lighting adequate?	☐	☐	
Are battery back-up emergency lighting fixtures operable?	☐	☐	
Are exits clearly marked/identified?	☐	☐	
Are emergency exit doors clear (not blocked) and capable of opening?	☐	☐	
Are exit pathways clear from obstruction and properly lighted?	☐	☐	
Is the exit aisle access way width adequate?	☐	☐	
Does the facility have any open maintenance requests regarding life safety equipment issues?	☐	☐	Justification:
SECURITY	Yes	No	Comments (indicate if item is NA)
Does the facility have a practice or procedures in place for the control of tools and keys?	☐	☐	
SPECIAL PROVISIONS	Yes	No	Comments (indicate if item is NA)
Are doors to closets and bathrooms operable from inside and outside?	☐	☐	
Are space heaters present?	☐	☐	
Are space heaters approved by a Nationally Recognized Testing Laboratory, such as Underwriters Laboratory, Inc. (UL)?	☐	☐	
Are space heaters kept at least three feet away from any combustible items, such as paper, furniture, draperies, etc.?	☐	☐	
LIFE SAFETY TRAINING	Yes	No	Comments (indicate if item is NA)

Are employees trained in the proper use of portable fire extinguishers and other manual fire suppression equipment? Training shall be provided to new staff promptly upon commencement of duty and not less than annual intervals for existing staff. Documentation of the training must be provided.	☐	☐	
Are employees trained in fire drill procedures? The drills shall be held with sufficient frequency to familiarize occupants with the drill procedure and to establish conduct of the drill as a matter of routine. Fire drills shall be held at expected and unexpected times and under varying conditions to simulate the unusual conditions that can occur in an actual emergency. Drill participants shall relocate to a predetermined location and remain at such location until a recall or dismissal signal is given. Training shall be provided to new staff promptly upon commencement of duty. Documentation of the training must be provided.	☐	☐	
Are employees trained in First Aid and CPR? Is at least one trained person on duty at all times? Training shall be provided to new staff promptly upon commencement of duty and not less than annual intervals for existing staff. Documentation of the training must be provided.	☐	☐	
Are employees trained in emergency action plans to include evacuations and medical emergencies? Training shall be provided to new staff promptly upon commencement of duty and not less than annual intervals for existing staff. Documentation of the training must be provided.	☐	☐	
INTERIOR FINISHES & FURNISHINGS	**Yes**	**No**	**Comments (indicate if item is NA)**
Is the flame spread and smoke development indices of wall and ceiling materials per code? (Class A, Class B, Class C)	☐	☐	
Are curtains per code?	☐	☐	
Are decorations per code?	☐	☐	
Have the mattresses been tested in accordance with NFPA 267 or ASTM E1590 for limited rates of heat release?	☐	☐	
Has upholstered furniture been tested in accordance with NFPA 266 for limited rates of heat release?	☐	☐	
Are interior finish materials that do not have the appropriate interior flame spread rating modified by fire-retardant coatings?	☐	☐	
FIRST AID	**Yes**	**No**	**Comments (indicate if item is NA)**
Is the Automated External Defibrillator (AED) kit complete and checked daily?	☐	☐	

Is there a first aid kit available, properly stocked and sealed?	☐	☐	
Is there a complete blood-borne spill kit readily available?	☐	☐	
Is there a complete rescue kit readily available?	☐	☐	
Is there a current listing of emergency phone numbers and contacts readily available?	☐	☐	
CHEMICALS	Yes	No	Comments (indicate if item is NA)
Does the facility have a practice or procedures in place for the control of chemicals?	☐	☐	
Are chemicals, regardless of hazard rating, stored and labeled properly?	☐	☐	
Are hazardous chemicals stored outside of the facility?	☐	☐	
Are Material Safety Data Sheets (MSDS) maintained for all hazardous chemicals stored and used by the facility?	☐	☐	
ELECTRICAL SYSTEMS			
Are all grounding prongs of electrical wiring intact and not broken off?	☐	☐	
Are any plugs pulled from casing and insulation?	☐	☐	
Is frayed cord exposing energized wires?	☐	☐	
Does all kitchen, outdoor public areas, outdoor electrical outlets, and wet sinks have GFCI protection in the outlet receptacles for 125 volts single phase circuits?	☐	☐	
Are extension cords or surge protected power strips interconnected, or "daisy chained", to provide more outlets and /or to reach greater distances?	☐	☐	
Are power cords, wires, phone cables running across or are present in a walkway or exit route pathway creating a tripping hazard?	☐	☐	
Are all conduits, raceways, and cables free from damaged and in good shape?	☐	☐	
Are circuit breaker boxes properly labeled with no openings/missing breakers?	☐	☐	
Is temporary wiring being used as permanent wiring?	☐	☐	
MAINTENANCE/SANITATION	Yes	No	Comments (indicate if item is NA)
Are acceptable levels of housekeeping being maintained?	☐	☐	
Is the facility being well maintained (HVAC, lighting, toilets, showers, lavatories, walls, floors, ceilings and other furnishings)?	☐	☐	
Does the facility have any open maintenance request regarding routine maintenance?	☐	☐	Justification:

Does the facility have a practice or procedures for a preventive maintenance program?	☐	☐	

BEST PRACTICES AND POSITIVE OBSERVATIONS
AREAS OF CONCERN

Completed By: _____ Date: _____

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