STATE OF TEXAS §
§
COUNTY OF TRAVIS §

CONTRACT CON0000886 FOR SECURE RESIDENTIAL SPECIALIZED PROGRAM SERVICES

This contract is effective **September 1, 2018**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **TSCI, LLC,** Texas Vendor ID: 18128694473000, hereinafter referred to as **Service Provider**, for the provision of secure residential specialized program services, located at **696 N. FM 487, Rockdale, TX 76567**. This contract is contract number **CON0000886**, and will expire on **August 31, 2019**, unless renewed per Section IV, Article 10.

This contract is entered into under the authority of Section 242.053 of the Texas Human Resources Code and Section 2155.143 of the Texas Government Code for the mutual considerations described in this contract.

This Agreement is composed of the following documents:

1. This contract, including all attachments;
2. TJJD Contract Residential Program Standards (to be included as **Exhibit A of this contract**)
3. Service Provider's Program Components (to be attached as **Exhibit B of this contract**); and
4. Service Provider's Historically Underutilized Business (HUB) Subcontracting Plan.

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

SECTION 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. Maintain certification with Juvenile Board of Milam County and registration with TJJD.

B. Notify TJJD immediately in writing in advance of any significant changes affecting the program, including but not limited to change of name or identify, 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 the contract.

C. Comply with all applicable laws, including TJJD rules found in Texas Administrative Code, Title 37, Part 11 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 Service Provider as of the effective date of the amendments.

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

   1. 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 Service Provider. Service Provider must make an attempt to get a reduced (e.g. Medicaid) rate for TJJD health care expenses.

E. Notify the TJJD Director of Business Operations and Contracts 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/her parents or guardians will be required to pay for the support of the youth in the program, unless otherwise ordered.

F. Submit claims to the youth's TJJD Primary Service Worker via email and/or regular mail at, 11209 Metric Boulevard Building H, Suite A, Austin, Texas 78758, 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 Case Management Coordinator to be away.

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

H. Forward copies of all audits, monitoring, and investigative reports completed by any entity to the TJJD Director of Halfway Houses & Contract Facilities within five (5) work days of receipt.

I. Allow TJJD/designee to perform monitoring, performance evaluations, investigations, or audits.

1. Provide access for inspection and reproduction of 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 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 discussed and 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.

J. 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.

K. Maintain and retain records for a minimum of seven (7) years after the termination of the contract period, or for seven (7) years after the end of the federal fiscal year in which services were provided, whichever is longer. If any litigation, claims, disputes, or audits involving these records begins before the seven (7) year period expires, 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 Service Provider. Contract period means the beginning date through the ending date specified in the original contract or any amendments.

L. Disclose in writing to the TJJD Director of Business Operations and Contracts any transactions with related parties providing goods or services to 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 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.

M. 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.

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

1. If 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 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 Director of Halfway Houses & Contract Facilities no later than thirty (30) days after receipt from the independent auditor. However, audited financial statements must be submitted no later than ten (10) months following the reporting period to the TJJD Director of Halfway Houses & Contract Facilities.
4. Independent audits must be performed according to Generally Accepted Auditing Standards and any other standards that apply to 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, with 1996 amendments, and OMB Circular A-133, if Service Provider or subcontractor is a state or local government or non-profit organization.

O. Ensure a computer setup with at least the following: Microsoft© Office (for Microsoft© Word documents and Microsoft© Excel spreadsheets), local Internet service provider (ISP) and an e-mail account. Service Provider will be required to enter some TJJD youth case management information into TJJD's Correctional Care System.

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

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

B. Pay for services rendered by Service Provider at a rate of **$180.60** per day per youth for FY19. 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 Case Management Coordinator. Renegotiate an increased FY'19 daily rate based on Service Provider's performance and TJJD's budget.

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

D. Terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code and Texas Government Code Section 403.0551 that "payment owing to the contractor [Service Provider] under this contract will be applied toward elimination of the contractor's [Service Provider's] indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full."

E. Pay health care bills authorized by the designated TJJD Staff. Provide assistance to Service Provider on obtaining a reduced rate and/or Medicaid procedures.

F. 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.

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

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

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

J. Provide amended TJJD Contract Residential Program Standards to Service Provider in a timely manner.

K. Provide access to TJJD applications and information resources via the Web as needed.

SECTION 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, 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 neither it nor its officers have 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 this 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 Service Provider owns, leases, or otherwise uses as a school or is part of a school, grades kindergarten through 12. Prior to the initiation of services under this contract, Service Provider shall provide TJJD a certification of an asbestos-free environment or a copy of the DSHS acceptance and approval for Service Provider's AHERA Asbestos Management Plan(s) (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 this 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 Human Immunodeficiency Virus Services Act (Texas Health and Safety Code Chapter 85) requirements for maintenance of confidentiality regarding the human immunodeficiency virus (HIV) and its related conditions, including acquired immune deficiency syndrome (AIDS).

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

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

Article 6: Communicable Disease Prevention and Control Act Compliance

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

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

Article 8: Restriction on Possession of Weapons

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

Article 9: Required Disclosure of Lobbyist Activity

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

Article 10: Notification to TJJD of Subconsultants and Subcontractors

Section 1: Service Provider shall notify TJJD of the selection and/or use of all subcontractors or subconsultants regularly used by 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 five thousand dollars ($5,000.00) during the term of this contract. Service Provider may not use subcontractors and subconsultants to perform Service Provider's duties under this contract without prior written approval of TJJD. 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.

Article 11: Compliance with Child Support, Section 231.006, Texas Family Code

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

sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

SERVICE PROVIDER MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For business entities with no identifiable owner of twenty-five percent (25%) or more of the entity, indicate with "NONE" on the first line below.

Name:	Social Security Number:	Percent Ownership:
Jim Hill	[redacted]	100%

Article 12: Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD

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

Article 13: Compliance with Section 2252.901, Texas Government Code, Former or Retired Employee of the Agency

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

This requirement applies to employment contracts and professional services and consulting services contracts under Texas Government Code Chapter 2254 with former or retired TJJD employees, as indicated by Texas Government Code Section 2252.901, which reads, "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 this 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 that 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."

Article 14: Suspension and Debarment

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

Article 15: Excluded Parties/Terrorism

Service Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to*

Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Article 16: Fingerprint and Background Check:

Service Provider will:

1. As directed, provide information regarding persons providing services under this contract and personnel access for a criminal background check including, but not limited to, a fingerprinting check, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check and drug test. Service Provider employees must meet the criminal history standards established by 37 TAC Chapter 344. Upon receipt of the TAC clearance, criminal background checks shall be conducted at TJJD's expense and through TJJD or TJJD's contract Service Provider's for each of Service Provider's employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this contract. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.

2. Notify TJJD's Director of Halfway Houses & Contract Facilities 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 employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJD's Director of Human Resources.

TJJD will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker in accordance with TJJD policies and procedures. Persons deemed ineligible would include, but are not limited to, individuals convicted (i.e. a judgment or a verdict of guilt; plea of guilt or nolo contendere [no contest]; a judicial finding of guilt substantiated by the evidence that results in the payment of fines, forfeiture of collateral or bond, restitution, deferred adjudication or equivalent disposition, community supervision [probation], confinement, suspended sentence, or any other penalty imposed by a court of law or agreed upon by the accused) of crimes listed in Texas Code of Criminal Procedure, Article 42A.054 as well as exploitation of child, elderly individual, or disabled individual; failure to stop or report aggravated sexual assault of child; official oppression (felony); violation of the civil rights of persons in custody; improper sexual activity with a person in custody (felony); engaging in organized criminal activity (felony); and bribery. Registered sex offenders will also be deemed ineligible. TJJD's designated contact for criminal background checks is the Human Resource Department, Manager of Criminal Background Checks, (512) 490-7674.

Article 17: Prior Disaster Relief Contract Violation

Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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.

Article 18: Antitrust

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

Article 19: Intellectual Property Indemnification – Applicable to Contracts Involving Intellectual Property Matters

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

Article 20: Contracting with Executive Head of State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Service Provider certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the contract was the executive head of TJJD, or (3) a person who employs a current or former executive head of TJJD. Or Service Provider and TJJD have complied with the requirements of Section 669.003 concerning board approval

and notice to the Legislative Budget Board.

Article 21: Abandonment or Default

If Service Provider defaults on this contract, TJJD reserves the right to cancel this contract without notice and either resolicit bids or award this contract to the next best responsive and responsible service provider. The defaulting Service Provider will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specifications or scope of work are significantly different. The period of suspension will be determined by TJJD based on the seriousness of the default.

Article 22: Certain Bids and Contracts Prohibited

Under Texas Government Code, Section 2155.004, TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from TJJD to participate in preparing the specifications or request for proposals on which the bid or contract is based. If Service Provider is not eligible, then this contract may be immediately terminated. **Under Section 2155.004, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

Article 23: Gifts and Gratuity

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

Article 24: By signature hereon, Service Provider certifies that:

All statements and information prepared and submitted in relation to this contract is current, complete, and accurate; Service Provider has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the contract; and if circumstances change during the course of the contract, Service Provider shall promptly notify TJJD.

Article 25: Compliance with the Prison Rape Elimination Act OF 2003 (PREA)

Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (42 U.S.C. 15601 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this contract.

Article 26: Access to Information

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

Article 27: Verification of Worker Eligibility Clause

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

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

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

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

Article 28: Prohibition on Contracts with Companies Boycotting Israel

In accordance with Section 2270.002 of the Texas Government Code, Service Provider hereby represents and warrants that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

Article 29: Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

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

SECTION IV
GENERAL PROVISIONS

Article 1: Relationship of Parties

Service Provider is acting as an independent contractor and is wholly responsible 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.

Service Provider agrees and acknowledges that during the existence of this contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of this contract. Service Provider agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJD shall not be liable to Service Provider, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a TJJD or other state employee. Further, Service Provider shall indemnify and hold harmless TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related

costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments.

Article 2: Indemnity

SERVICE PROVIDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TJJD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SERVICE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Article 3: Liability Insurance

Section 1: Service Provider shall maintain liability insurance in the amount of $300,000.00 for each occurrence of negligence. 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 Contracts Department, upon request.

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

Article 4: Confidentiality and Security

Section 1: Service Provider agrees that all of 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 and 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 TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

Article 5: Administrative Error Sanctions

Section 1: In addition to its authority to terminate this contract under Article 6 below or other provisions of this contract, TJJD, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:

a. Requiring Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
b. Recouping payment made to Service Provider; and/or
c. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
d. Assessing liquidated damages for each instance of non-compliance; and/or
e. Suspending, placing into abeyance, or removing 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 representatives in carrying out corrective action plans.

Article 6: Termination

Section 1: Service Provider may terminate, for convenience, its obligations under this contract by giving thirty (30) days' written notice to TJJD.

Section 2: TJJD may terminate, for convenience, its obligations under this contract by giving thirty (30) days' written notice to Service Provider.

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

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

Section 5: Termination of this contract shall not release Service Provider from liability or obligation set forth in the contract that is expressly stated to survive termination or by its nature would be intended to be applicable following termination, including, but not limited to, provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fee verifications

Article 7: Funding Out Clause

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

Article 8: 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 9: Severability

The provisions of this contract are severable. If any provision of this contract is determined by a court of law or other competent authority to be invalid and contrary to any federal, state, or local law, such invalidity shall not affect the other provisions or applications of this contract, which can be given effect without the invalid provision or application.

Article 10: Contract Term

This contract will become effective **September 1, 2018, through August 31, 2019**. This contract may be renewed for two (2) additional terms of two (2) years each, provided that both parties agree in writing. Any renewals shall be at the same terms and conditions, including any approved changes. The daily rate and services will be renegotiated during the second year of the agreement, based on performance, required service delivery, and TJJD contract budget.

Article 11: Contract Amendment and Merger Clause

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

Article 12: Notice of Changes

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

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

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

Article 13: Notice

Required mailed notices shall be addressed to TJJD at: Contracts and Procurement Division, Texas Juvenile Justice Department, P.O. Box 12757, Austin, TX 78711; and to Service Provider at: **12775 Horseferry Road, Suite 230, Camel, IN 46032**.

Article 14: Governing Law and Venue

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

Article 15: 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. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of this contract, the procedures referenced in Article 16 below shall be followed thereafter.

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

Section 3: Formal Resolution:

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

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

Article 16: Claims for Breach of Contract – Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under this contract. If Service Provider's claim for breach of contract cannot be resolved informally with TJJD, the claim shall be submitted to the negotiation process provided in Chapter 2260. However, Chapter 2260 does not waive sovereign immunity to suit or liability.

To initiate the process, Service Provider shall submit written notice, as required by Chapter 2260, to the individual identified in the contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under Section 2260.051 of the Texas Government Code. Compliance by Service Provider with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter

2260.

The contested case process provided in Chapter 2260 is Service Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by TJJD, defended by the Office of the Attorney General, if the parties are unable to resolve their disputes as described above. Notwithstanding any other provision of the contract to the contrary, unless otherwise requested or approved in writing by TJJD, Service Provider shall continue performance and shall not be excused from performance during the period any breach of contract claim or while the dispute is pending. However, Service Provider may suspend performance during the pendency of such claim or dispute if Service Provider has complied with all provisions of Section 2251.051 of the Texas Government Code (Vendor Remedy for Nonpayment of Contract), and such suspension of performance is expressly applicable and authorized under that law.

Article 17: No Third Party Beneficiaries

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

Article 18: Audit Clause

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

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Service Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Service Provider's failure to comply with this Article shall constitute a material breach of this contract and shall authorize TJJD to immediately assess liquidated damages. TJJD may require, at Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Service Provider. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this contract.

The contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

Article 19: Debt Owed to State of Texas

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

Article 20: Buy Texas

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

Article 21: Specifications

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Service Provider.

Article 22: Assignment

Without the prior written consent of TJJD, Service Provider may not assign this contract, in whole or in part, or any right or duty required under it.

Article 23: Compliance with Other Laws

In the execution of this contract, Service Provider shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety, and environmental protection. Service Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this contract.

Article 24: Execution Authority

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of TJJD and Service Provider and to their representatives, successors, and assigns. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by TJJD or the State of Texas of any immunities from suit or from liability that TJJD or the State of Texas may have by operation of law.

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

For the Texas Juvenile Justice Department:

Camille Cain, Executive Director | Date

For Service Provider:

James C. Hill Jr. | James C. Hill Jr. President | 8-29-18

Signature | Printed Name | Title | Date

Approved as to form:

TJJD Attorney | Date

EXHIBIT A
TJJD CONTRACT RESIDENTIAL PROGRAM STANDARDS

1. ORGANIZATION AND ADMINISTRATION

☒ Certified by the Juvenile Board of Milam County
Certified as a: Secure Post-Adjudicated Correctional Facility
Service Provider must maintain its certification with the Juvenile Board of Milam County and be registered with the Texas Juvenile Justice Department (TJJD).

☒ Service Provider must maintain compliance with standards outlined in 37 TAC Chapters 343: Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities; Chapter 344: Employment, Certification, and Training; Chapter 345: Juvenile Justice Professionals Code of Ethics for Certified Officers; Chapter 349: General Administrative Standards; and Chapter 358: Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death, and Serious Incidents.

☒ Service Provider must notify TJJD immediately in writing in advance of any significant change affecting Service Provider, including but not limited to, change of Service Provider's name or identity, 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 the contract.

☒ Service Provider must comply with applicable TJJD General Administrative Policies (GAPs). In the event these GAPs conflict with the licensing/certification entity requirements, Service Provider must request a waiver in writing and receive written approval from TJJD for those GAPs; or specific standards for which Service Provider is seeking a waiver. All requests for waivers shall be submitted to the TJJD Director of Halfway Houses & Contract Facilities. 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.

GAP #	Title of Standard	Standard Summary & Provider Responsibilities
07.03	Incident Reporting	• Policy: Incidents must be properly documented and reported. Critical incidents, serious incidents, and suspected mistreatment of youth must be reported immediately to the Office of Inspector General-Incident Reporting Center (IRC) • Provider Responsibilities: (1) notify the IRC by telephone immediately when a staff member has cause to believe that a youth has been a victim of abuse, neglect, or exploitation or who witnesses a critical or serious incident; (2) notify the TJJD Case Management Specialist (CMS) by telephone immediately after calling the IRC; (3) submit the Initial Report of Serious Incident (CCF-351) within 24 hours to the TJJD Director of Halfway Houses & Contract Facilities; (4) within 72 hours of a critical incident, submit the Critical Incident Debriefing (CCF-355) to the TJJD Director of Halfway Houses & Contract Facilities; (5) submit written report to TJJD's CMS for major rule violations by youth, parole rule violations, use of force and/or non-routine use of mechanical restraints
07.33	Notification for Investigations Conducted by Administrative Investigations Division	• Policy: when the Administrative Investigations Division (AID) opens or closes a case, appropriate parties are notified in a timely manner • Provider Responsibilities: (1) initiates corrective or disciplinary action (against staff) when an allegation has been confirmed by AID
380.8557	Release Review Panel	• Purpose: establishes a Release Review Panel (RRP) to determine whether a youth who has completed his/her minimum length of stay (MLOS) should be discharged from the custody of TJJD, released under supervision, or given an extended length of stay. This rule also establishes a process to request reconsideration or an order issued by the RRP • Provider Responsibilities: (1) 30 days prior to the expiration of the youth's MLOS, the progress review/multi-disciplinary team must determine whether or not the youth meets program completion criteria and notify parent/guardian, youth, and CMS of RRP referral; (2) provide information (to the CMS) relevant to the decision on whether the youth is in need of additional rehabilitation in a residential placement; (3) before a youth completes an extension length of stay (ELOS), the progress review team/MDT must review whether the youth has met or is likely to meet program completion criteria on or before the completion of his/her ELOS; (4) can request (via the CMS) a request for reconsideration in writing to the panel within calendar days after the date of written notice explaining the reason for the extension; (5) can request (via CMS) reconsideration of a release or

		discharge order at any time prior to the youth's release or discharge if new information becomes available
380.8705	Family Involvement	▪ Purpose: establish the amount and type of involvement TJJD encourages and seeks with the families of TJJD youth ▪ Provider Responsibilities: (1) parent notifications-written notification of the youth's placement, name of the youth's case manager; instructions on contacting the youth's case manager; rights and rules about visitation, mail and telephone; rules about personal property; rules about sending money to the youth; and copies of the individual case plans (ICPs); (2) youth 18 and older must give written consent for information to be disclosed to a parent/guardian; (3) seek input from the family for the youth's ICP; encourage families to communicate concerns, visit their child and prepare the youth's return home, counsel (when possible) parents/guardians in preparation for the youth's return; encourage youth to communicate with families by letter and/or telephone; refer (when possible) families to other agencies that provide services needed by the families; (4) allow youth to have visitation with their parent/guardian subject to the safe and secure operations of the program
380.8785	Sex Offender Registration	▪ Purpose: to provide criteria and procedures to ensure compliance with sex offender registration as provided in Chapter 62 of the Texas Code of Criminal Procedure, regarding registration of sex offenders who are in the custody of TJJD ▪ Provider Responsibilities: (1) notify the CMS when a youth has successfully completed treatment for the sex offense; (2) notify the CMS if a youth does not complete treatment for sex offenses; (3) notify the CMS any changes which affect proper supervision of the youth such as name changes, changes to physical health, job, incarceration, or conditions of parole
380.9103	Living Environment	▪ Purpose: to establish basic physical plan requirements for the living areas within TJJD residential facilities ▪ Provider Responsibilities: (1) heating, ventilation, lighting, and acoustical systems provide for comfortable living and working conditions for youth and staff; (2) youth access to drinking water on all housing units
380.9113	Food and Nutrition	▪ Purpose: establish standards to ensure that TJJD provides food services to meet the basic nutrition needs of its youth ▪ Provider Responsibilities: (1) menu reviewed annually by a dietician; (2) single menu for staff and youth; (3) medical diets provided as prescribed by appropriate medical or dental personnel; (4) religious diets provided when a youth's religious beliefs require adherence to religious dietary laws; (5) youth served 3 meals and a snack daily; at least 2 meals being hot; (6) no more than 14 hours between scheduled start time between evening meal and the following day's breakfast meal; (7) implement a system for determining and responding within reason to youth food preferences
380.9117	Structured Activity and Recreation	▪ Purpose: to provide for structured activity and recreation programs for youth as a vital and essential aspect of individual development and as opportunity for appropriate social interaction ▪ Provider Responsibilities: (1) facility schedule that includes at least 1 hour of large muscle exercise 7 days a week in high restriction facilities and 5 days a week in medium restriction facilities; (2) facility schedule that includes structured recreational activities or leisure-time activities 1 each day in high restriction facilities and 2 hours a day in medium restriction facilities; (3) have a variety of indoor and outdoor recreational activities as weather permits; (4) fixed and moveable recreation equipment and adequate indoor and outdoor recreation and activity space; (5) written schedule of large-muscle exercise activities
380.9121	Moral Values, Worship, and Religious Education	▪ Purpose: to provide youth with the opportunity to participate in worship and religious education and to develop and internalize a set of personal moral and spiritual values ▪ Provider Responsibilities: (1) follow the religious preference for the youth identified by TJJD; (2) provide youth the opportunity (reasonable access) to participate (voluntarily) in religious education programs, services, and counseling; (3) provide access to personal clergy for a youth's faith group
380.9183	Health Care Services for Youth	▪ Purpose: establishes basic criteria, standards, and guidelines for delivering health care services to youth assigned to certain identified contract care programs ▪ Provider Responsibilities: youth receive physical and dental examinations annually and treatment as needed
380.9301	Basic Youth Rights	▪ Purpose: establish certain basic rights that are recognized for each youth in TJJD. The basic rights accorded each TJJD youth are not absolute and may be limited to the extent reasonably necessary for TJJD youth to discharge its statutory responsibilities with respect to public protection, treatment, care, and supervision. ▪ Provider Responsibilities: (1) provide for religious activities; (2) allow for visitation with immediate family members; (3) allow youth to correspond via mail and telephone; (4) provide adequate food, clothing, and shelter
380.9311	Access to Attorneys and Courts	▪ Purpose: to provide for youth access to any attorney or court through the use of mail, telephone, and visitation

		• Provider Responsibilities: (1) provide for confidential communication via telephone, mail or in person visitation with attorneys, attorney staff, or court staff
380.9313	Use of Telephone	• Purpose: provides TJJD youth with reasonable access and equal opportunities within a facility to use the telephone for purposes of contacting their families, IRC, and OIO • Provider Responsibilities: (1) allow for one non-emergency call per week with family members; (2) allow calls for/to family emergency, IRC and OIO calls whenever possible; however, can require youth to wait until the end of the currently scheduled activity
380.9315	Youth Mail	• Purpose: to establish rules for promoting open mail communication for youth in residential facilities and to establish limitations on youth mail only as necessary for safety and security and for the protection of youth from improper influences • Provider Responsibilities: (1) incoming or outgoing mail will not be read or censored; (2) incoming mail can be opened and inspected for contraband in the youth's presence; (3) outgoing mail may be inspected for contraband prior to sealing; (4) provide postage and stationary for at least 3 one-ounce domestic letters per week; (5) distribute incoming mail to the youth within 24 hours [excluding weekends, national and state holidays]; (6) outgoing letters are deposited for delivery within 24 hours after a staff member receives the letter from the youth; (7) notify youth when incoming mail is returned to the sender and when outgoing mail is not deposited for delivery
380.9317	Visitation with Personal Clergy	• Purpose: to provide youth with privileged access to their personal clergy • Provider Responsibilities: (1) allow youth visits (any day of the week after reasonable arrangements have been made) with personal clergy after the relationship has already been verified by TJJD
380.9333	Investigation of Alleged Abuse, Neglect, and Exploitation	• Purpose: provides for the administrative investigations of abuse, neglect, or exploitation in programs and facilities under TJJD jurisdiction. This rule also provides standards for investigations and for the compilation of investigation information. The purpose of all provisions in this rule is the protection of youth • Provider Responsibilities: (1) report alleged abuse, neglect and exploitation to the TJJD Incident Reporting Center(IRC) via phone; (2) take any necessary steps to protect the youth and to preserve evidence that may be pertinent to an investigation of the matter; (3) notify the youth's parent of the report and notify the youth if the report was made by a third party; (4) determine whether the person accused of wrongdoing must be suspended, temporarily reassigned or temporarily barred from the facility (5) within 24 hours of being made aware of an alleged abuse, neglect, or exploitation incident, submit a written report (CCF-351) to the TJJD Director of Halfway Houses & Contract Facilities; (6) take any action necessary to ensure that the investigation or review is conducted with the full cooperation of staff and youth that adequate resources are provided, and that the youth and witnesses are protected from retaliation or improper influences
380.9337	Zero Tolerance for Sexual Abuse, Sexual Activity, and Sexual Harassment	• Purpose: to establish TJJD's zero tolerance policy for any form of sexual abuse, sexual harassment, or sexual activity involving youth in the agency's care. This rule addresses TJJD's obligation under federal Prison Rape Elimination Act (PREA) standards for preventing, detecting, and responding to sexual abuse and sexual harassment • Provider Responsibilities: (1) develop a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the program's approach to preventing, detecting, and responding to such conduct; (2) adopt and comply with the PREA standards OR *demonstrate a commitment to be PREA compliant and be actively and effectively working toward achieving compliance with all the Standards;* (3) allow for TJJD monitoring to ensure that the contractor is complying with the PREA standards
380.9353	Appeals to the Executive Director	• Purpose: to permit TJJD youth and their parents or guardians to appeal decisions made by TJJD or contract program employees to the TJJD executive director • Provider Responsibilities: permit TJJD youth to appeal [to TJJD's executive director] decisions made by program staff
380.9909	Access to Youth Information and Records	• Purpose: establish controls on access to TJJD youth records and information in compliance with federal and state laws and regulations that limit access to youth records • Provider Responsibilities: records and information concerning youth: (1) must be marked "confidential," (2) must remain in the custody and control of authorized personnel at all times; (3) may not be disclosed except as allowed by law; and (4) must be stored and transported in a manner that ensures security and confidentiality. Further: (1) access to youth records that contain certain information identifying the youth as chemically dependent or as a substance abuser may be disclosed only as provided in 42 CFR Part 2, which is more restrictive; (2) Drug and alcohol information that may not be released includes any information that would identify the youth as an alcohol or drug abuser or obtained for the purpose of treating alcohol or drug abuse, making a diagnosis for that treatment, or making a referral for that treatment; (3) at the time of admission youth diagnosed as alcohol or drug abusers must be informed that federal laws protect the confidentiality of their alcohol and drug abuse records and be given a written copy of the summary of the federal law and regulations; and (4) if a document contains information regarding alcohol and drug abuse but it also contains other information that may appropriately be released, alcohol and drug abuse information must be redacted unless appropriate release forms have been completed

385.8137	Media Access	• Purpose: to allow for communication between TJJD youth and the media subject to rules established by TJJD in the interest of order and safety and within limitations of rules of confidentiality • Provider Responsibilities: (1) do not release records or divulge of information that is confidential by law or which identifies individual youth; (2) get TJJD and parental consent prior to allowing news media requests for youth interviews; (3) get youth's signature on a public release form for interviews and filming and let them know that the interview is voluntary, the youth can refuse to answer any questions during the interview, and can stop the interview at any time
385.8181	Background Checks	• Purpose: TJJD reviews criminal histories and employment references for certain persons as required by §242.010 of the Texas Human Resources Code • Provider Responsibilities: (1) ensure that all employees, contractors, and subcontractors who will routinely work with/around TJJD youth have been cleared by DFPS; completed and signed the TJJD HR-028 form; submit this completed form to the TJJD Youth Services Contracts Manager; await the TJJD criminal record check results from TJJD; have those "eligible" staff fingerprinted via MorphoTrust using TJJD's ORI#; (2) file the "eligible" form along with the fingerprint receipt in the employees file and send TJJD a copy of the receipt upon request; (3) don't allow "ineligible" persons to work with or around TJJD youth
385.9941	Response to Ombudsman Reports	• Purpose: to establish procedures for TJJD to review and comment on reports issued by the Office of the Independent Ombudsman (OIO) for TJJD • Provider Responsibilities: (1) upon receipt of an OIO site visit report (that identifies issues impacting TJJD youth) submit a response or action plan to the TJJD Youth Services Contracts Manager within 3 days. TJJD will send the official response to the OIO within 5 days
385.9951	Death of a Youth	• Purpose: to establish requirements for notification, investigation, and reporting in the event of the death of a youth who is committed to the jurisdiction of TJJD • Provider Responsibilities: (1) follow the responsibilities outlined in the incident reporting policy (GAP.07.03)

The policies above can found on the TJJD internet home page at: http://www.tjjd.texas.gov/policies/gap/default.aspx.

☒ Service Provider must ensure that all staff/subcontractors (to include teachers) working with or around TJJD youth, have completed TJJD's background check process prior to working with the youth population. This process includes submitting proof of background check clearance for the individual from the licensing entity, and submitting the completed/signed background check form (HR-028) to the TJJD Director of Halfway Houses & Contract Facilities; awaiting the initial background investigation response for fingerprinting; having those employees/subcontractors (cleared for fingerprinting) to go the nearest IdentoGO center (after scheduling the appointment on-line), using the TJJD (pre-paid) ORI #. After fingerprinting has occurred, a copy of the IdentoGO receipt (i.e. proof of fingerprinting) must be sent to the TJJD Director of Halfway Houses & Contract Facilities or available upon request. Both the background investigation response letter and the IdentoGO receipt must be placed in the employees/subcontractors personnel file. TJJD will be reimbursed for the $9.95 cost of fingerprinting each employee/subcontractor.

2. YOUTH TO STAFF RATIOS AND TRAINING & PROFESSIONAL DEVELOPMENT

Direct Care Staff Ratios:

☒ 1 direct care staff to 8 youth during waking and 1:16 during sleeping hours as indicated in Service Provider contract documents.

Training Requirements:

☒ Each employee whose primary responsibility and essential job function includes the supervision (i.e. caregivers and employees) of juveniles, must meet all the employment, certification, and training requirements for a Juvenile Supervision Officer (JSO) as identified in 37 Texas Administrative Code (TAC) §344.600-§344.680.

3. HEALTH CARE

☒ Service Provider must comply with the TJJD-approved system for providing health care (medical, dental, psychiatric, and pharmaceutical services) for TJJD youth in the program.

1. Service Provider must comply with the provision of on-site and on-call nursing and medical staff (as indicated in the program components and narrative section of Service Provider's contract)
2. Service Provider must provide over the counter medications, medical supplies, and first aid to TJJD youth.

3. Service Provider must identify health care providers in the local community that agree to provide health care to TJJD youth.
4. Service Provider must provide supervision for youth sent off-site to a hospital. Supervision to be provided at a ratio of at least 1 staff per youth for the duration of the hospital stay.
5. Service Provider must supervise and transport TJJD youth to and from health care appointments.
6. Service Provider must provide a psychiatrist for medication management for youth on psychotropic medications; and for this individual to be available for discussions and questions by TJJD's Medical Director or designee (as needed).
7. Service Provider must post emergency medical, dental, and psychiatric contact information.
8. There is a designated health authority with local responsibility for health care services for youth. The designated health authority is a physician, nurse practitioner, or physician assistant.
9. Duties and responsibilities of facility health care personnel are governed by current, written, and signed job descriptions that are maintained onsite. An organizational chart reflects staff supervisory and reporting requirements.
10. 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.
11. Nursing, medical, and psychiatric services are provided in accordance with the TJJD contract and professional licensing requirements.
12. Nursing and non-medical staff (if applicable) function under a system of standing and direct orders established and supervised by the health authority/responsible provider.
13. Youths' prescription medication is administered and monitored in accordance with medical provider instructions. Documentation is provided in accordance with written local procedures.
14. Over-the-counter (OTC) medications are administered in accordance with written protocols that are signed and dated by the health authority/responsible provider. Documentation and youth monitoring are provided in accordance with written procedures and protocol instructions.
15. A written policy and procedure is available to assure proper management of pharmaceuticals, including administration, secure storage, and disposal of unused or expired medications.
16. Daily medication logs include the following information: date, time, youth name and TJJD #, medication order (including the name, dose, and frequency of medication), and staff signature/initial and title.
17. An inventory of controlled substances is documented by two staff every shift. A key control procedure is in place.
18. Medication error procedures are in place and implemented, including reporting and documentation requirements
19. Medical instruments and supplies (e.g., syringes/needles, other sharps) are securely stored, controlled, and inventoried every shift by two staff.
20. Infection control procedures are in place and implemented.
21. Health care delivery and storage areas are clean, organized, and uncluttered.
22. There are onsite procedures for the safe management and disposal of bio-hazardous waste (e.g., syringes/needles and blood spills).
23. Medical and psychiatric records are secured, maintained in a separate medical file not part of the master file, that is stored an TJJD-approved location, and access is appropriately restricted in accordance with written policy and procedure and federal law.
24. All facility health care policies, procedures, and protocols are reviewed at least every two (2) years, revised as necessary, and dated/signed by the health authority/responsible provider.
25. A sick call process is in place to address youth health concerns.
26. Each youth will have physical and dental examinations as per facility policy and TJJD contract.
27. Follow up on identified health care problems is documented.
28. An organized method and format of recording data in the health record is evident.
29. The program complies with TJJD immunization requirements for youth:
    - 3 polio,
    - 2 MMR,
    - 3 TD and booster every 10 years,
    - 3 Hep B,
    - 2 Varicella or documentation of history of disease,
    - 3 HPV,
    - 1 MCV4 + 1 booster. (No booster required if primary vaccination occurred at 16 or greater years of age. Booster to be given at 16 - 18 years of age. No booster given if youth is over 18 years of age), and
    - Influenza immunization, annually.
30. Health care encounters, including medical and mental health interviews, examinations, and procedures, are conducted in a setting that respects the youth's privacy.
31. Off-site care logs and/or medical records reflect youth access to routine, specialty, and 24-hour emergency care services not available at the facility. A current referral list of emergency and specialty providers is available onsite for staff use.
32. Policies and procedures regarding consent to medical treatment are followed.
33. As soon as feasible after admission, not to exceed eight hours, a program nurse, medical assistant, or trained non-medical staff (i.e., case manager or supervisor) reviews accompanying medical records and documents and reports significant findings.
34. Each youth undergoes an initial health screen by a program nurse, certified medical assistant/tech, or a trained non-medical staff if a nurse is not available, the screening is performed within 24 hours after youth admission to the facility. If the initial health

screen is conducted by staff other than a nurse, the program nurse or medical provider reviews and signs the health screen upon returning to the facility.

35. A process is in place and implemented to ensure that appropriate staff are notified of activity restrictions, special diets, and special health care needs of youth.
36. Discharge summaries/discharge ICPs address ongoing health care and treatment needs of youth. The *Texas Uniform Health Status Update for Juvenile Offenders* form, GEN-401, and pertinent medical records are sent with youth who are transferring to a TJJD-operated facility.
37. 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:
    a) Recognition of signs and symptoms and knowledge of actions required in potential emergency situations;
    b) Basic first aid and CRP certification; and
    c) Suicide risk prevention and intervention procedures
38. Medication Administration Training is developed by a RN, physician, or pharmacist and delivered by a licensed health care professional to all non-medical staff who administer medication to TJJD youth. Evidence of annual training is available for review.
39. Medication Administration Training includes all information required by the Memorandum of Understanding (MOU) between TJJD and the Texas Board of Nursing (BON). Training includes the following:
    i. Facility procedures, procedures, and medication information resources including safe handling, storage, six rights of medication administration, medication errors and proper documentation
    ii. Consent authority
    iii. Medication issues such as mental health diagnosis/symptoms, medication classes, commonly used medications and actions
    iv. Staff responsibility in monitoring medication administration, including monitoring for side effects and adverse reactions, medication and/or food interactions, medical emergencies, and when to seek medical help
    v. Participation in psychiatric visits
40. Written policies and procedures addressing medical, dental, and mental health emergencies are available to facility staff at all times.
41. Nursing personnel files document current CPR certification.
42. The facility maintains suicide prevention and intervention policies and procedures which include recognition of and appropriate response to suicide ideation/behavior.
43. A first aid kit is available to staff and not accessible to youth. The first aid kit is clearly marked and secured with a plastic lock.
44. The first aid kit(s) is/are monitored by staff and restocked as needed.
45. TJJD will reimburse the provider for youth health care expenses (except for over-the-counter items). Service Provider must obtain authorization from TJJD prior to the delivery of services, except in cases of emergency.
46. Service Provider will ensure communication of appropriate medical information to designated TJJD staff, including but not limited to medical and dental appointments, prescribed medications, significant medical and psychiatric issues that impact treatment and re-integration.

4. REHABILITATIVE/TREATMENT SERVICES

☒ Individual counseling must be conducted by an experienced and qualified caseworker.

☒ All specialized treatment services will be provided by fully licensed or Certified Professionals such as Chemical Dependency Counselors, Licensed Professional Counselors, or Qualified Credentialed Counselors.

☒ Maintain compliance with the TJJD Case Management Requirements for Contract Care Programs (see below).

1. Service Provider shall maintain clinical, medical, and educational documentation (e.g. chronological records, case notes, individual service/case plans, etc.) of all TJJD youth in their care. To the extent allowed by the Health Insurance Portability and Accountability Act (HIPAA) and other federal, state, and local law, Provider shall give copies of such records to a youth's TJJD Primary Service Worker within five (5) business days of completion, or another time period specified by TJJD.

2. Service Provider will receive a completed risk and protective factor assessment in the referral packet. Service Provider will complete a written Preliminary Service Plan (PSP), 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.

3. 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, SO, AOD, 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.

4. Youth will be assessed by TJJD for clinical services needs and Service Provider must ensure youth are seen by appropriately licensed and/or qualified professionals. 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 with copies of all documented services going to the TJJD Primary Service Worker.

5. Youth treatment/service 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 (with a copy to the TJJD Primary Service Worker).

6. 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 TJJD Primary Service Worker should be contacted for their input. Families must be invited by written notice to attend and participate in the 90-day review.

Approved assessment tool(s): **Residential Positive Achievement Change Tool**

7. Begin aftercare planning within thirty (30) day of arrival. A draft transition plan must be ready no less than sixty (60) days prior to the youth's release from the program and must have been developed with the family, TJJD Primary Service Worker and/or TJJD Parole Officer. The plan must include specific referrals and services identified for youth upon their return to the community.

8. Document all (unsuccessful) attempts to get input form the youth's family, TJJD Primary Service Worker and/or Parole Officer.

☒ Provide Alcohol and Other Drug (AOD) Treatment
Provide AOD treatment using *Living in Balance, Cannabis Youth Treatment, Seeking Safety, Skill streaming the Adolescent, Mindfulness for Addiction, and Stop the Chaos* as indicated in *Service Provider's Program Components*. **AOD Treatment must be provided by a fully licensed or credentialed professional under contract with Service Provider.**

☒ Provide Additional Specialized Treatment Services (as needed)
Provide specialized rehabilitative services for youthful offenders as indicated in Service Provider's proposal, program components section. Additionally, TJJD will provide training to the Service Provider on Trust-Based Relational Intervention (TBRI); the principles and practices associated with TBRI must be incorporated into the milieu.

☒ At least 30 calendar days prior to the expiration of the youth's minimum length of stay (MLOS), the Multi-disciplinary Team (MDT)/Treatment Team must determine whether or not the youth meets program completion criteria. If the MDT/Treatment Team determines the youth does not meet program completion criteria, the MDT must notify the youth, parent/guardian, and any identified victims that the case has been referred to the Release Review Panel (RRP) for review. The MDT must discuss with the youth the reason for the RRP referral and submit to the panel (via the TJJD CMS/Primary Service Worker) any information relevant to the decision on whether the youth is in need of additional rehabilitation in a residential facility. Detailed information regarding the RRP can be found in GAP. 380.8557.

☒ Other: provide other rehabilitative services (i.e. Thinking for a Change, Seeking Safety: A Treatment Manual for PTSD and Substance Abuse; trafficking program; Positive Skill Development Group) as deemed appropriate and identified in Service Provider's program components and narrative document (pages 31-34).

5. **TARGET POPULATION/DAILY RATES**

☒ Male ☒ Female

Age(s)/Description 10 - 14

☒ Submit payment claims/invoices to the TJJD CMS/Primary Service Provider or TJJD Contract Care Case Management Coordinator (CMSC) 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's numbers and the dates present in the program. The youth is present for payment purposes when he/she is present until 12:01am or is authorized by the TJJD CMMS to be away. For TJJD youth admitted into a psychiatric hospital, Service Provider will only be reimbursed if daily contact (documented) is made with the youth and/or hospital staff. For youth on escape status, payment for placement will be for up to three (3) days, only if Service Provider agrees that the youth can return to the program.

6. DAILY LIVING SERVICES

☒ Provide youth and parent orientation for all program services and visitation procedures. Youth signature must support orientation. Provide a youth handbook for each youth with youth with signed acknowledgment of receiving the handbook.

☒ Service Provider is responsible for procuring and distributing clothing and hygiene items to TJJD youth and providing for nutritional requirements in accordance with 37 TAC 343 §343.270 (clothing), §343.300 (nutritional requirements), §343.302 (menu plans), §343.306 (modified diets), §343.312 (daily meal schedule), §343.262 (hygiene plan), and §343.264 (resident showers).

7. EDUCATION SERVICES

☒ Service Provider is responsible for implementing and ensuring that TJJD youth are provided with educational services as required by state and federal law. Educational services must be provided by a local education agency (LEA) that is accredited by the Texas Education Agency or a Charter School can be used.

1. The LEA must provide an education program **with 75,600 minutes per year including at least 330 minutes of required instructional curriculum per day**. Service Provider must provide documentation that the LEA is fully aware of the program and its target population and that demonstrates the LEA's willingness and intent to provide the required educational services.
2. Appropriately certified teachers will provide instruction to TJJD youth.
3. Service Provider must advocate for services provided by the LEA that are specifically significant for male and female adolescents.
4. Service Provider must describe the annual school schedule, including the number of instructional days. Service Provider must describe activities that youth will be engaged in during school holidays. The school and activity schedule must be documented on the daily (facility) schedule.
5. Educational services must be provided on-site and:
   a. Service Provider must provide adequate space in the facility for educational services, including classrooms for basic academic classes, special education classes, library services, and technology labs.
   b. Service Provider must provide the capability in the classrooms to support telecommunications and network computer assisted instruction and Internet access in the library. Service Provider must describe specifications about these capabilities.
   c. Service Provider must provide GED preparation on-site and describe the accessibility to GED testing either on-site or in the community.
   d. Service Provider will provide opportunities for campus work, career and technology opportunities, and vocational adjustment programs.
   e. Community service can be provided during the school day if the activities 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. School for students at this location must be provided year round.
7. Service Provider must agree in writing to the staffing levels that will be maintained by both Service Provider and the LEA to ensure the safety of students and teachers.

8. SAFETY & SECURITY PRACTICES

☒ Service Provider is responsible for meeting youth's transportation needs after initial placement. Service Provider will transport (if parent/guardian is not picking up) youth upon release from the program to a public transportation location (e.g. bus station or airport) as arranged by TJJD staff.

☒ Service Provider is responsible for notifying the TJJD Director of Halfway Houses & Contract Facilities (or designee) of all status changes (i.e. terminations, no longer working with TJJD youth, etc.) of authorized Correctional Care System (CCS) users within 2 business days. Authorized users must comply with all terms on the Data Use Agreement (HR-016) signed; log into the system at least every 30 days; and the webpage application must not be set to auto-populate user passwords.

☒ Quarterly reviews of facility search logs by supervisory-level staff. Reviews must be documented and be reflective of compliance with the local search policy and/or corrective action necessary. Copies of the reviews must be provided to the TJJD Director of Halfway Houses & Contract Facilities within five (5) business days of completion.

☒ Maintain compliance with the emergency plan to deal with catastrophic events, which was provided to the TJJD Director of Halfway Houses & Contract Facilities.

☒ Service Provider must ensure that TJJD youth younger than 15 are not assigned to the same dormitory as youth 17 years of age or older (unless it is determined necessary to ensure the youth's safety).

☒ Complete a formal youth incident report for all TJJD-reportable major rule violations and provide a copy of the report to the youth as well as the TJJD CMS/Primary Service Worker within 24 hours of the alleged incident violation. A list of TJJD-reportable major rule violations can be found in GAP.380.9503-Rules and Consequences for Residential Facilities.

☒ Submit to an on-site TJJD Safety and Security Inspection at least quarterly. The standards associated with these inspections are below

Is there a current fire safety inspection of the facility conducted by the authority having jurisdiction (local or state fire marshal)?
Are fire extinguishers easily accessible, inspected in–house monthly, and inspected by a licensed vendor annually?
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)?
Are sprinkler systems inspected by a licensed vendor as required and in operable condition (not blocked and free from debris)?
Are smoke and/or heat detectors in operable condition (not blocked and free from debris)?
Are fire alarm pull stations and audio/visual fire strobes free from obstruction and in operable condition?
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?
Do exterior exhaust fans operate as designed (no broken belts or inoperable motors)?
Is the emergency back-up generator in operable condition (Inspected weekly, exercised under a load monthly, and transfer switches operated monthly)?
Do furnishings, mattresses, pillows, bedding, carpets, floor coverings and decorations meet applicable flammability and/or fire-retardant standards?
Are evacuation maps posted and oriented to the building correctly?
Are battery back-up emergency fighting fixtures operable? Is emergency lighting connected to generator power operable?
Are all keys necessary for unlocking doors installed in a means of egress individually identified by both touch and sight?
Are exit signs continuously illuminated?
Are emergency exit doors clear (not blocked) and capable of opening?
Are exit pathways clear from obstruction and properly lighted?
Are Fire Department Connections located on the building clearly marked and access not being blocked?
Are fire hydrants in operable condition, all caps in place, and access not being blocked?
Does the facility have any open maintenance request regarding life safety equipment issues?
SECURITY
Are locking systems functioning and operable?
Are control panels functioning and operable?
Are intercoms/call buttons functioning and operable?
Are doors kept secure when not in use?
Are perimeter security fences inspected? There are no apparent holes, cuts, missing tie wires, or other breaches?
Is perimeter lighting inspected and operable?
Are manholes, grates and other confined spaces secured?
Are windows and screens in good condition (not broken or torn)?
Do all fixed video cameras provide clear, unobstructed views? Are blind spots identified and minimized where possible?
Are all security alarms operable (Perimeter fence, doors and windows)?
Does the facility have a practice or procedures in place for the control of tools, keys, restraints and chemical agents?
Does the facility have any open maintenance request regarding security equipment issues?
LIFE SAFETY TRAINING

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.
FIRST AID
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
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 and kept clear from the housing units?
Are Material Safety Data Sheets (MSDS) maintained for all hazardous chemicals stored and used by the facility?
MAINTENANCE/SANITATION
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?
Does the facility have a practice or procedures for a preventive maintenance program?

9. YOUTH RIGHTS AND PRIVILEGES

☒ Service Provider must participate in the TJJD Youth Grievance Manager system; using pre-numbered grievance forms (YRD-101) provided by TJJD's Youth Rights Manager (or designee). TJJD's grievance system allows for youth and their parents or guardians to appeal decisions made by Service Provider (and TJJD personnel) to the TJJD Executive Director. The grievant must be provided with a written response within ten (10) workdays after submission of the grievance.

☒ For all grievances filed and/or resolved during a month, provide a youth rights monthly monitoring report (YRD-108) & Youth Grievance Clerk Meeting Minutes-if applicable (YRD-109), to TJJD's Youth Rights Manager. The monitoring reports are due by the 8th (working days) of each month.

☒ Provide an adequate accounting system for youth's personal funds and/or include information in the orientation and youth/parent handbook that no money is needed or allowed due to the program providing for all the needs of the youth while placed at the facility.

10. MONITORING, EVALUATIONS, AUDITS AND RECORDS

☒ Service Provider must forward copies of all audits, monitoring, and investigation reports completed by any entity to the TJJD Director of Halfway Houses & Contract Facilities within five (5) work days of receipt.

☒ Service Provider must allow TJJD access to TJJD youth and all records and/or information on TJJD youth at all times.

☒ Service Provider must allow TJJD/designee to perform monitoring, performance evaluations, investigations, and audits.

☒ Service Provider must maintain and retain records for a minimum of seven (7) years and 90 calendar days after the termination of the contract period, or for seven years (7) years after the end of the federal fiscal year in which services were provided, whichever is longer.

☒ If Service Provider wishes to submit problems for resolution, may do so in writing, including all relevant information and a recommended resolution (Statement of Problem). The Statement of Problem will be submitted to the TJJD Director of Halfway Houses & Contract Facilities unless the problem specifically involved this individual, in which case, it will be submitted to the Deputy Executive Director for State Services.