STATE OF TEXAS §
§
COUNTY OF TRAVIS §

CONTRACT CON0000506 FOR NON-SECURE THERAPEUTIC FOSTER CARE RESIDENTIAL PROGRAM SERVICES

This contract is effective **September 1, 2017**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **The Giocosa Foundation**, hereinafter referred to as **Service Provider**, for the provision of non-secure therapeutic foster care residential program services, located at **201 N. FM 1660, Hutto, TX 78634**. This contract is identified as contract number **CON0000506** 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, 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 & Narrative Documents (to be attached as **Exhibit B of this contract**);
4. Service Provider's Historically Underutilized Business (HUB) Subcontracting Plan; and
5. TJJD RFP #694-0-0852.

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

I. SERVICE PROVIDER

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

A. Maintain its license as a Foster Group Home with the Texas Department of Family & Protective Services (TDFPS) and have no adverse actions with the licensing entity.

B. Notify the 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 this contract.

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

D. Enroll youth in Medicaid or other assistance program for healthcare within 48 business hours of admission. For youth not eligible for Medicaid or other assistance programs, obtain authorization and secure an encumbrance number from the youth's 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 healthcare when possible. Promptly send and/or email 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 youth healthcare 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 the 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 Youth Services Contracts Manager within five (5) work days of receipt.

I. Allow the 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 this contract. "Related Party" is discussed and defined below.
3. Upon request by the TJJD, provide facilities to the 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 the 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 Contracts, Procurement and Support Services 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 the 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 the 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 the 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 Youth Services Contracts Manager no later than 30 days after receipt from the independent auditor. However, audited financial statements must be submitted no later than five (5) working days following the reporting period to the TJJD Youth Services Contracts Manager.
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 the TJJD if Service Provider is or becomes a covered entity under the Health Insurance Portability and Accountability Act (HIPPA). Service Provider is to secure any HIPPA consent or authorization necessary to provide or obtain TJJD protected health information.**

II. TJJD

For and in consideration of the services provided to TJJD youth in placement by Service Provider, the 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 $115.50 per day/per youth needing sex offender aftercare services and $92.50 per day/per youth for non-sex offenders, for FY'18. This includes up to five (5) days that the 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 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 Service Provider under this contract will be applied toward elimination of Service Provider's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full."

E. Pay health care bills authorized by the designated TJJD Staff. Provide assistance to Service Provider on Medicaid procedures.

F. Remove a 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 Contract Residential Program Standards 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 the 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 the 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 the TJJD, this contract may be terminated at the option of the 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 the 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 the 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 the TJJD. Should Service Provider not elect to use workplace guidelines developed and implemented by the TJJD, Service Provider agrees that its workplace guidelines shall be similar to the 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 the TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

Article 10: Notification to the TJJD of Subconsultants and Subcontractors

Section 1: Service Provider shall notify the 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 the TJJD. Approval will not be unreasonably withheld.

Section 2: No contractual relationship will exist between Service Provider's subconsultants or subcontractors and the TJJD. The 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

Texas Family Code Section 231.006 provides that neither a child support obligor who is more than thirty (30) days delinquent in paying child support nor a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is eligible to receive payments from state funds under a contract to provide property, materials, or services. **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.**

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:
NONE		

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

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of the 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 certifies compliance with Texas Government Code Section 2252.901, which provides, "A state agency may not enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under 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." Service Provider certifies that he/she/it is not prohibited from entering into this contract because of any prior employment with the TJJD.

Article 14: Specially Designated Nationals and Blocked Persons List; Debarment

Service Provider certifies that it is not on the Specially Designated Nationals and Blocked Persons list (SDN List) maintained by the United States Department of the Treasury Office of Foreign Assets Control (OFAC), https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx.

Service Provider certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Service Provider is in compliance with the State of Texas statutes and rules relating to procurement and that Service Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001. Entities ineligible for federal procurement are listed at https://www.sam.gov.

Article 15 Terrorism

The TJJD is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With

Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it by cross-referencing service providers/vendors with the System for Award Management (SAM), https://www.sam.gov, which is inclusive of the United States Department of the Treasury Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list (SDN List), also available at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx.

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. Upon receipt of the DFPS background check clearance from Service Provider, a criminal background check 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 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 Youth Services Contracts Manager of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJD's Director of Human Resources.

The 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: Convictions for Hurricane Katrina or Rita

Under Section 2155.006, 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.

Under Section 2155.006(b) of the Texas Government Code, "[a] state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005."

Article 18: Antitrust

Service Provider represents and warrants that neither Service Provider nor any firm, corporation, partnership, or institution represented by Service Provider, or anyone acting for such firm, corporation, partnership, or institution has: (1) violated the antitrust laws of the State of Texas under Chapter 15 of the Texas Business and Commerce Code or federal antitrust laws; or (2) if applicable, communicated directly or indirectly any contents of your submitted proposal to any competitor or any other person engaged in such line of business during the procurement process for this contract.

Article 19: Intellectual Property Indemnification

To the extent required by the Texas Constitution, Service Provider will indemnify, defend, and hold harmless the State of Texas and the TJJD (including their employees, agents, representatives, assignees, and/or designees) against any action or claim brought against the State of Texas and/or the TJJD that is based on a claim that software infringes any patent rights, copyright rights, or incorporated misappropriated trade secrets. Service Provider will pay any damages attributable to such claim that are awarded against the State of Texas and/or the TJJD in a judgment or settlement.

If the TJJD's use of the software becomes subject to a claim, or is likely to become subject to a claim, as determined through the sole opinion of the TJJD, Service Provider shall, at its own expense: (1) procure for the TJJD the right to continue using such software under the terms of this contract; or (2) replace or modify the software so that it is noninfringing.

Article 20: Contracting with Executive Head of State Agency

Pursuant to Texas Government Code, Section 669.003, Service Provider certifies that he/she/it is not the executive head of the TJJD, was not at any time during the four years prior to the effective date of this contract the executive head of the TJJD, and is not a person or business entity that employs a current or former executive head of a state agency; or Service Provider and the 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, the 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 the TJJD based on the seriousness of the default.

Article 22: Certain Bids and Contracts Prohibited

Under Texas Government Code, Section 2155.004, the TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the 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

By executing this contract, Service Provider certifies that he/she/it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor, or service to a public servant in connection with this contract. Service Provider acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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

All statements and information prepared and submitted in relation to this contract are current, complete, and accurate.

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

PREA standards are not applicable to foster care child-placing agencies; therefore, Service Provider does not have to complete a Department of Justice (DOJ) PREA audit. Nevertheless, Service Provider will be required to provide PREA education to both staff and youth as well as post TJJD zero tolerance posters in common areas of the facility/foster home.

Article 26: Access to Information

Service Provider is required to make any information created or exchanged with the TJJD pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, available in a format that is accessible by the public and at no additional charge to the TJJD. Service Provider agrees to provide the TJJD with this information in a format that is accessible to the public, including, but not limited to, non-encrypted electronic format, PDF, and HTML.

Article 27: Verification of Worker Eligibility

1. If Service Provider is not enrolled in the U.S. Department of Homeland Security's E-Verify system ("E-Verify") at the time of this contract award, Service Provider shall:
    a. Enroll in the E-Verify program within thirty (30) calendar days of contract award; and thereafter
    b. Use E-Verify to initiate, within three (3) business days after the date of hire, verification of employment eligibility of all of Service Provider's new hires employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by Service Provider to perform work, pursuant to this contract, within the United States.
2. If Service Provider is enrolled in E-Verify at the time of this contract award, Service Provider shall use E-Verify to initiate, within three (3) business days after the date of hire, verification of employment eligibility of all of Service Provider's new hires employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by Service Provider to perform work, pursuant to this contract, within the United States.
3. Service Provider shall comply with the requirements of the E-Verify program Memorandum of Understanding (MOU). If the Department of Homeland Security (DHS) or the Social Security Administration (SSA) terminates Service Provider's MOU and denies access to the E-Verify system in accordance with the terms of the MOU, the TJJD may terminate this contract.

4. Service Provider shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties), in each subcontract under this contract that is for services or construction.
5. Service Provider shall provide, upon request of the TJJD, an electronic or printed image 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.
6. If Service Provider fails to comply with the requirements of this clause, the TJJD may terminate this contract, withhold payment, or impose other administrative error sanctions.
7. The requirements of this clause only apply to contracts for services or construction.

Article 28: Prohibition on Contracts with Companies Boycotting Israel

If Service Provider is a "company," as defined under Texas Government Code Section 808.001(2), then pursuant to Texas Government Code Section 2270.002, by signing this contract Service Provider certifies that it is a company that does not "boycott Israel," as defined under Texas Government Code Section 808.001(1), and will not do so at any time during the term of this contract.

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

If Service Provider is a "company" as defined as under Texas Government Code Section 806.001, then pursuant to Texas Government Code, Chapter 2252, Subchapter F, Service Provider certifies by signature that it is not a company engaged in business with Iran, Sudan, or a foreign terrorist organization as identified on a list maintained under Texas Government Code Sections 806.051, 807.051, or 2252.153, and thus not prohibited from entering into this contract with the TJJD or that it is a company affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organizations.

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

Article 3: Liability Insurance

Section 1: Service Provider shall maintain liability insurance in the amount of $300,000 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 the TJJD.

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

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

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

Section 3: The TJJD shall terminate this contract in the event that the 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, the 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. The 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 the 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 the 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

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply. In addition, state agencies are prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium. This contract is subject to termination, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

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, 2017, 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, plus 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 the 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 or relied on any representations, stipulations, or agreements other than those expressly contained in this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that the TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change the TJJD contract identification number, or increase the "not to exceed" amount (if applicable) necessary for continuation of services.

Article 12: Notice of Changes

Section 1: Service Provider shall notify the 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 the 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 the 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 the TJJD at: Contracts and Procurement Division, Texas Juvenile Justice Department, P.O. Box 12757, Austin, TX 78711; and to Service Provider at: **201 N. FM 1660, Hutto, TX 78634**.

Article 14: Governing Law and Venue

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

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 contained 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 the TJJD staff are encouraged to utilize the following mechanism to resolve problems.

Section 3: Formal Resolution:

a. Service Provider or the 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 Services 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 the 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

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

a. Service Provider's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, Service Provider shall submit written notice to the TJJD Executive Director no later than 180 days after the date of the event that gave rise to the claim, stated with particularity as outlined in Section 2260.051. Additionally, said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the TJJD and Service Provider as would otherwise be entitled to notice under this contract. Compliance by Service Provider with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.
b. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is Service Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the TJJD if the parties are unable to resolve their disputes as discussed under subparagraph a. of this Section.
c. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this contract by the TJJD nor any other conduct of any representative of the TJJD relating to this contract shall be considered a waiver of sovereign immunity to suit.

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

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

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 Chapter 321 of the Texas Government Code and Texas Government Code Section 2262.154, Service Provider is hereby notified that, the Texas State Auditor's Office (State Auditor) may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract under that contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an 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 State Auditor's authority to audit funds received indirectly by subcontractors through Service Provider and the requirement to cooperate, is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this 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, 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 the 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 the 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 the TJJD to immediately assess liquidated damages. The 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 the TJJD with a copy of such audit at the same time it is provided to Service Provider. The TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this contract.

The TJJD may unilaterally amend this contract to comply with any rules and procedures of the State Auditor.

Article 19: Debt Owed to State of Texas

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

Article 20: Buy Texas

Pursuant to Section 2155.4441 of the Texas Government Code, in performing this contract, Service Provider shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

Article 21: Specifications

Service Provider shall provide services in accordance with the specifications contained in this contract. The 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. The 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 the 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.

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:

David Reilly, Executive Director — Date: 8/31/17

For Service Provider:

Signature — Printed Name: GLENN SCRUGGS — Title: CFO — Date: 8/31/17

Approved as to form:

TJJD Attorney — Date: 8/30/17

EXHIBIT A
TJJD CONTRACT RESIDENTIAL PROGRAM STANDARDS

1. ORGANIZATION AND ADMINISTRATION

☒ Licensed by the Texas Department of Family and Protective Services (TDFPS)
Licensed as a: Child Placing Agency

☒ Service Provider must comply with applicable Texas Juvenile Justice Department (TJJD) General Administrative Policies (GAP(s)). 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 the 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 Youth Services Contracts Manager. If there are subsequent changes to the applicable TJJD policies that result in a significant change in the scope of work for providing services, the 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 Youth Services Contracts Manager; (4) within 72 hours of a critical incident, submit the Critical Incident Debriefing (CCF-355) to the TJJD Youth Services Contracts Manager; (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 the 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 the 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 hour 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 the 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 Youth Services Contracts Manager; (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 the 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 the 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 the 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 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 Youth Services Contracts Manager; 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 Youth Services Contracts Manager. Both the background investigation response letter and the IdentoGO receipt must be placed in the employee's/subcontractors personnel file. TJJD will be reimbursed for the $9.95 cost of fingerprinting each employee/subcontractor.

2. YOUTH TO STAFF/FOSTER PARENT RATIOS AND TRAINING & PROFESSIONAL DEVELOPMENT

Direct Care Staff Ratios:

☒ 1 foster parent to 4 youth receiving treatment services, as indicated in *Service Provider's Program Components & Narrative Documents*.

Training Requirements:

☒ Each employee whose primary responsibility and essential job function include the supervision (i.e. caregivers and employees) of juveniles, must meet all the personnel and training and professional development requirements identified in TDFPS's Minimum Standards for Independent Foster Group Home.

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 enroll eligible youth in Medicaid or other programs for health care within 48 hours of admission.
2. Service Provider must state its willingness to 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, and provide the name, address and contact information to TJJD.
4. Service Provider must state its willingness to 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).
5. All personnel files document current CPR certification.
6. A first aid kit is available in each housing unit that is clearly marked.
7. The first aid kit(s) is/are monitored by staff and restocked as needed.

8. Each youth receives an initial health screening within 24 hours after admission to identify chronic and/or acute health care needs.
9. A process is in place and implemented to ensure that staff are notified of medical restrictions, diets, and other special health care needs.
10. TJJD will reimburse the provider for youth health care expenses (except for over-the-counter items and those covered by Medicaid). Service Provider must state its willingness to obtain authorization from TJJD prior to the delivery of services, except in cases of emergency.
11. 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.

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.

☒ Sexual Behavior Treatment Aftercare Services
As indicated on the *Contract Provider Specialized Treatment Services* form.

☒ Provide Counseling and Treatment Services
Service provided as indicated on the *Contract Provider Specialized Treatment Services* form.

☒ 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 any other rehabilitative services identified in *Service Provider's Program Components & Narrative Documents* and the *Contract Provider Specialized Treatment Services* forms.

5. TARGET POPULATION/DAILY RATES

☒ Male ☒ Female

Age(s)/Description 10 – 17

☒ 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.

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 Youth Services Contracts Manager (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 provide to the TJJD Youth Services Contracts Manager within five (5) business days of completion.

☒ Maintain compliance with the emergency plan to deal with catastrophic events, which was provided to the TJJD Youth Services Contracts Manager.

☒ 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.

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.

☒ 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 Youth Services Contracts Manager within five (5) work days of receipt.

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

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

☒ Service Provider must 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 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 Youth Services Contracts Manager unless the problem specifically involved this individual, in which case, it will be submitted to the Division Director over the Youth Services Contracts Department.