

STATE OF TEXAS       §  
                                  §  
 COUNTY OF TRAVIS   §

**CONTRACT FOR SPECIALIZED TREATMENT SERVICES**  
**Contract CON0001212**

This contract will become effective **September 1, 2020**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **David Paul Jeter, 4506 Bradshaw Street, Dallas, TX 75215** hereinafter **Service Provider**, for the purpose of providing **Specialized Treatment Services** for TJJD youth. This contract is identified as **Contract CON0001212**

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

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

This contract will become effective **September 1, 2020**, and shall remain in effect through **August 31, 2023**. This contract may be renewed for two (2) additional terms of two (2) years each, provided that both parties agree in writing through contract amendment to each renewal. Any renewals shall be at the same terms and conditions, including any approved changes.

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

Service Provider agrees to perform the following service(s) for TJJD youth:

**A. ALCOHOL AND OTHER DRUG TREATMENT (AOD)**

Service Provider will:

1. Maintain licensure as a Licensed Chemical Dependency Counselor (or be actively seeking licensure as a Licensed Chemical Dependency Counselor Intern) or as a Qualified Credentialed Counselor for the full term of this contract, which includes any subsequent renewals/extensions as preapproved by TJJD. Service Provider must be licensed in the State of Texas before any services are rendered pursuant to this contract. All counselors providing services to TJJD youth under this contract must be and remain properly qualified and credentialed while providing services under this contract and be preapproved by TJJD before any services are rendered pursuant to this contract. It is Service Provider's responsibility to provide TJJD with: licensing information upon execution of this contract and upon execution of any renewal amendment, if applicable; a new/renewed/reissued license when issued; and also provide licensing information upon request by TJJD.
2. Review the youth's TJJD assessment, treatment plan, and discharge/transition summary or other treatment records and recommendations for treatment based on the youth's risk and protective factors prior to implementing treatment. Services described in this paragraph are required within the first month the youth is admitted for treatment.
3. Conduct an initial interview with the youth to determine the youth's understanding of the treatment needs identified through the review described in paragraph 2 above and to establish the basis for developing the youth's treatment plan.
4. Work with the written treatment plan provided by the referring staff/facility. Service Provider will develop a treatment plan to continue working toward treatment goals, including the expected duration of

treatment. The treatment plan will also explicitly address each of the identified recommendations referenced in paragraph 2 above and be provided to the youth's Primary Service Worker (PSW). The treatment plan shall be completed and filed in the youth's record within **five (5) individual service days** of admission, in accordance with Texas Administrative Code, Title 25, Chapter 448, Section 448.804(f). The treatment plan shall include a written sequence of observable and measurable behavioral objectives designed to address and minimize the youth's risk factors or triggers for reoffending and relapse. The treatment plan shall contain specific strategies to achieve the objectives (group, individual, family sessions, etc.) and shall reference any specific curriculum or treatment program to be used. The treatment plan shall also include a summary of the initial interview and any case notes.

5. Provide evidence-based treatment programming as determined by the youth's individualized level of care needs. Treatment for the youth will also involve evidence-based Relapse Prevention curricula approved by the Manager of AOD Specialized Treatment.
6. Provide the following:
  - a. Services will be provided for ten (10) sessions. A request to schedule additional sessions may be approved by the chief local administrator. If group services are preferred, but not feasible because there are not enough youth available, Service Provider shall include individual treatment services. Individual services shall be for a minimum of one (1) continuous hour per month. The one (1) continuous hour should be at least fifty (50) minutes of treatment services and ten (10) minutes of case management. The individual treatment services shall not exceed one (1) continuous hour per week, unless it is mutually agreed upon by both Service Provider and the designated TJJD staff member to provide additional individual treatment services for up to two (2) continuous hours per week. Group services shall be a minimum of one and a half (1.5) continuous hours, but not more than three (3) continuous hours per week. Additional time requires prior written approval from TJJD.
  - b. Services are to be provided in Service Provider's office or a TJJD facility.
    1. If services are to be provided in the youth's home, a safety plan shall be approved by TJJD prior to services beginning. If services are provided in the home, this type of service location shall have been determined relevant and necessary to meet the youth's needs.
    2. If services are provided through telehealth, prior approval by TJJD is required before services begin. Telehealth services location will be in-office and shall have been determined relevant and necessary to meet treatment needs of the youth.
    3. If services are provided through the telephone, prior approval by TJJD is required before services begin. Telephone services location will be in-office and shall be determined relevant and necessary to meet treatment needs of the youth.
  - c. Documentation of any collateral contact/case management. Collateral contacts could include, but are not limited to: attending Admissions, Review, and Dismissal (A.R.D.) meetings, Community Resource Coordination Group (C.R.C.G.) staffing and development of the treatment plan, interview and evaluation of youth, meetings with TJJD staff, coordinating care with psychiatric providers, and monthly progress reports.
7. Submit copies of monthly progress reports to the youth's TJJD PSW that include the following information:
  - a. The youth's progress toward reducing risk factors and increasing protective factors related to treatment;
  - b. Summary of the youth's participation in clinical services provided;
  - c. Copy of the youth's treatment plan that summarizes the youth's movement towards completing the objectives stated, participation in services provided, relevant behavior, and barriers identified;

- d. A copy of the revised treatment plan for the next month with revised objectives, strategies, or approaches;
  - e. Documentation of all collateral contacts made; and
  - f. Copies of either dated and completed weekly sign-in sheets (**Exhibit C**) showing the printed name and signature of each youth and Service Provider conducting the session or copies of TJJD group attendance logs, as determined by program type.
  - g. Telehealth session copies must include dates, completed session and service provider's name conducting the session.
  - h. Telephone session copies must include date, completed session and service provider's name conducting the session.
8. Ensure that if group sessions are required, they shall be preapproved and group size limited to a maximum of eight (8) youth. Service Provider must provide adequate facility space for services which affords confidentiality of group members. If space is determined to be inadequate, TJJD reserves the right to remove youth from the program.
  9. Communicate the youth's treatment schedule to the designated TJJD staff member. The treatment schedule should be based upon information from the Specialized Aftercare Services Referral Packet Checklist and Approval form (CCF-809) that will be provided by TJJD. Submit schedule changes and attendance sheets to the designated TJJD staff member showing those youth present and absent from sessions on a weekly basis, including the signatures of both youth and Service Provider.
  10. Contact the youth's PSW after one (1) missed appointment. Discharge the youth from service after two (2) missed sessions within one (1) month or a total of three (3) missed sessions and notify the designated TJJD staff member within 24 hours of discharge.
  11. Provide services in a facility if requested by the youth's TJJD PSW.

1. TJJD shall pay for services based on a fee schedule for services at the time of delivery. Those rates are included in **Exhibit A, Fee Schedule**. However, Service Provider is required to first seek payment through Medicaid, if Service Provider is a Medicaid provider, for Medicaid covered services provided to TJJD youth who are Medicaid recipients and/or by filing insurance claims for TJJD youth who have insurance coverage. Prior to approving service provisions for serving a particular TJJD youth or his or her family, Service Provider must submit a billing plan indicating whether Medicaid, private insurance, or TJJD will be billed for each service. Invoices submitted to TJJD for payment will be reviewed and returned with a reminder to bill the appropriate party if services are determined to be reimbursable by Medicaid (if a Medicaid provider) or private insurance.
2. Service Provider shall provide services in the counties within its Service Area as identified in **Exhibit B, Service Area and Locations**. Services are defined as in office, out of office, in-home services, telehealth and telephone services. Out of office services may include TJJD institutions, halfway houses, and parole offices.
3. For services provided to TJJD youth for which Service Provider cannot receive payment through Medicaid or insurance, Service Provider shall submit a monthly invoice (with sign-in sheets (**Exhibit C**) and monthly progress reports) to the designated TJJD billing location (**see Exhibit B**) for services provided, no later than ten (10) working days from the last day of the month for which payment is

requested. If a claim is rejected by Medicaid and/or the insurer, Service Provider shall submit an invoice for payment of the claim with the required backup documentation and evidence of claim rejection to the designated TJJD billing location no later than ten (10) working days from the date of notification of rejection. All invoices shall contain the name and TJJD number of the youth for whom services were provided, the date said services were provided, and a description of the services rendered. Completed sign-in sheets (**Exhibit C**) and monthly progress reports shall be included with the invoice as backup documentation. If the invoice or backup documentation is erroneous or incomplete, it will delay the processing of the invoice. Payment will be made in accordance with Chapter 2251 of the Texas Government Code.

4. **Travel:** Service Area is defined as the area in which Service Provider is able to provide services without requiring additional reimbursement, unless otherwise agreed to by the parties. If Service Provider is asked to provide services outside their original proposed Service Area, Service Provider may request, in writing, a per trip fee based on the round-trip mileage to the new location times \$0.50. Upon approval by TJJD, an amendment will be made to this contract to add the additional per trip fee.
5. **Missed appointment (no-show):** In the event a youth is not available for a scheduled appointment when Service Provider is present, Service Provider may conduct staff training, consult with staff, or perform other administrative duties relating to the youth's psychological needs. Service Provider may bill no more than one (1) hour for these services.

#### **E. MEASURES OF PERFORMANCE AND QUALITY OF SERVICES:**

1. TJJD has adopted a system of evaluating program effectiveness and promoting continuous improvement by: monitoring compliance with this contract agreement; identifying and monitoring targeted performance measures; evaluating the quality of service delivery; requiring corrective action for any identified area of deficiency; conducting a program risk assessment; and setting and modifying goals to maximize performance and sustain continuous improvement. The basis for program evaluation and monitoring includes the following:
  - Periodic announced and/or unannounced on-site program monitoring by TJJD
  - Compliance with this contract for Specialized Treatment Services
  - Progress toward treatment outcomes
  - Service Provider agrees to allow TJJD to conduct monitoring and fully cooperates in all processes
  - Service Provider shall be responsible for monitoring the operations of the program and correcting deficiencies as they occur
  - Service Provider shall take appropriate action within the time period specified by TJJD to correct findings and deficiencies identified during any and all monitoring visits

TJJD monitoring staff and Service Provider may discuss and mutually agree upon additional performance measures and standards for each type of specialized treatment service.

2. Service Provider recognizes that TJJD is paying Service Provider to deliver the services specified herein. Service Provider shall be required to meet a minimum **Acceptable Quality Level (AQL)**. The AQL is defined as the level of service at which the program will operate properly, as agreed upon in this contract, and below which contract payment may be withheld until corrective actions are taken. In addition, if service remains below the AQL without required corrective actions being taken, damages may be assessed. Service Provider is required to ensure the AQL is maintained at all times during the performance of this contract.
3. In order to evaluate the quality of service delivery and progress toward treatment outcomes, Service Provider shall be subject to performance standards that will measure its progress in meeting the goals

of the treatment services being provided. TJJD may conduct an on-site review, a desk review, or both during the term of this contract. Prior to any review, TJJD will provide a monitoring form describing the areas to be monitored and reviewed. At a minimum, Service Provider shall be reviewed annually in meeting the following Performance Measures and Outcome Measures listed below.

**4. Performance Measures:**

- a. Provide youth timely access to treatment by completing an initial assessment within fourteen (14) days of receiving a referral;
- b. Have youth receiving treatment within thirty (30) days of referral, as evidenced by attendance logs for services provided;
- c. Based on services provided, forty percent (40%) of youth will complete treatment programs;
- d. Provide continuity of care and/or additional services based on a new assessment of need related to the youth's *Positive Achievement Change Tool (PACT)* assessment;
- e. Document progress of treatment as evidenced by completion of the monthly documentation requirements listed in this contract for services provided for no less than ninety (90%) of the youth referred; and
- f. For those youth served, demonstrate an increase in protective factors and a reduction in risk factors in the type of treatment service provided.

**5. Outcome Measures:**

- a. For youth completing the program, eighty percent (80%) should have no rearrest within sixty (60) days of treatment completion;
- b. Number of participants who successfully complete the programs under this contract;
- c. Youth served will successfully complete parole at higher rates than similar youth who do not participate in aftercare programming;
- d. Youth served will recidivate at lower rates than similar youth who do not participate in aftercare programming;
- e. Youth who receive pre-release contact by aftercare providers and field staff will have higher rates of successful completion of parole; and
- f. Youth served will see increased protective factors and decreased risk factors on the *PACT*.

**F. SERVICE PROVIDER RESPONSIBILITIES:**

1. Service Provider shall comply with all federal, state, and local laws, and all statutes, ordinances, rules, and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Service Provider shall furnish TJJD with satisfactory proof of its compliance.
2. Service Provider shall comply with all TJJD policies and procedures related to safety and security of youth. Service Provider shall report all criminal charges or traffic violations. If applicable, Service Provider shall complete the Child Abuse Registry Check Consent Form, TJJD form HR-028, and submit it to the TJJD Manager of Criminal Background Checks Department, 11209 Metric Blvd., Bldg. H., Ste. A, Austin, TX 78758.
3. Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (42 U.S.C. 15601 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. TJJD PREA policies are attached hereto as **(Exhibit D)** and incorporated herein for all purposes. Service Provider shall complete the acknowledgment form attached to **Exhibit D** and submit it to Contract Specialist Suzi Rowan at: suzi.rowan@tjjd.texas.gov or fax to 512-490-7252.

4. Service Provider shall adhere to the individual licensee's code of conduct and code of ethics under Texas Administrative Code, Title 22, Part 30, Chapter 681, Subchapter C.
5. Service Provider shall correct all service defects within a time period reasonable to the severity of the defect, as per agreed upon service levels.
6. If Service Provider is providing specialized treatment services to a youth that is about to be released from TJJD residential status, Service Provider is required to have a pre-release coordination phone conference call with the youth, the youth's case manager, and Service Provider receiving staff.
7. **Compliance with Child Support Obligation Pursuant to Texas Family Code Section 231.006**

Under Section 231.006 of the Texas Family Code, Service Provider must certify that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Therefore, to assess compliance with Texas Family Code Section 231.006: SERVICE PROVIDER MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For a business entity to which the above does not apply, indicate with "NONE" below.

Name:	Social Security Number:	Percent Ownership:
David Paul Jeter	[REDACTED]	100%

### **SECTION III** **TJJD**

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

- A. Determine which youth are eligible for referral to Service Provider's program and make appropriate referrals, giving referral preference to Service Provider if they are a Medicaid provider.
- B. Approve Service Provider's Service Area, treatment program, and treatment plan(s) prior to commencement of services.
- C. Pay for services rendered by Service Provider in accordance with the fee schedule (**Exhibit A**) and Section II, D.
  1. Reimburse Service Provider for round trip travel to the counties listed below.

Cooke	\$73.00\
Ellis	\$81.00
Freestone	\$86.00
Grayson	\$67.00
Hill	\$65.00
Kaufman	\$30.00
Navarro	\$53.90
Hunt	\$51.50
Rockwall	\$22.60

- D. Ensure that terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code, commonly known as the prompt payment act, and Section 403.0551 of the Texas Government Code, which provides that payment owed to Service Provider under this contract will be applied toward elimination of Service Provider's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full.
- E. Take appropriate action if notified of a youth or a youth's family not being available for a scheduled visit.
- F. Remove a youth from Service Provider's program after two (2) missed appointments within one (1) month or a total of three (3) missed appointments or when Service Provider determines that the youth can no longer remain in the program due to treatment or behavioral issues.
- G. Remove a youth from Service Provider's program when conditions exist that threaten the health, safety, or welfare of TJJD youth in the program.
- H. At the time of referral, provide Service Provider with the following:
  - 1. Most recent psychological evaluation;
  - 2. The youth's success plan information to include the youth's goals, plans to achieve goals, and barriers to goal achievement;
  - 3. Release or Transition Case Plan; and
  - 4. Discharge Summary from specialized treatment program.
- I. Forward the Parole treatment plan to Service Provider whenever the treatment plan is updated or revised.
- J. Ensure all counselors providing services to youth are approved by TJJD prior to services being provided and based on criteria established by TJJD.
- K. Maintain records of all approvals by TJJD.

## **SECTION IV**

### **TERMS AND CONDITIONS**

#### **1. Americans with Disabilities Act and Equal Employment 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.

#### **2. Antitrust Affirmation**

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

or indirectly the contents of a response to any competitor or any other person engaged in the same line of business as Service Provider.

### **3. Assignment**

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

### **4. Buy Texas Affirmation**

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

### **5. Change in Law and Compliance with Laws**

In the execution of the contract, Service Provider shall comply with all applicable federal, state, and local laws or regulations, including, but not limited to, 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. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal, state, or local laws, ordinances, or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

### **6. Child Support Obligation Affirmation, Section 231.006, Texas Family Code**

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

### **7. 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).

### **8. Intentionally Left Blank**

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

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJD to perform services on Service Provider's behalf, to secure the 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 sanctions.

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

Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C. 30301 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Service Provider shall



make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this contract.

## **11. Confidentiality and Security**

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

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

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

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

## **12. Contract Amendment and Merger Clause**

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

## **13. Intentionally Left Blank**

## **14. Cybersecurity Training**

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

## **15. Dealings with Public Servants Affirmation**

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

## **16. Debts and Delinquencies Affirmation**

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

## **17. Disaster Recovery Plan**

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

## **18. Intentionally left blank**

**19. Dispute Resolution**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

**20. Intentionally left blank****21. Drug-Free Workplace**

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

**22. Entities that Boycott Israel**

Pursuant to Section 2270.002 of the Texas Government Code, Service Provider certifies that either: (i) it meets an exemption criterion under Section 2270.002; or (ii) that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

**23. E-Verify Program**

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

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

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

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

**24. Excess Obligations Prohibited - Funding Out Clause**

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

**25. Excluded Parties**

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

## **26. Executive Head of a State Agency Affirmation**

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

## **27. False Statements**

The undersigned certifies that the information contained in this contract is accurate and complete.

## **28. 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.

## **29. Financial Participation Prohibition Affirmation**

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

## **30. Fingerprinting and Background Check**

### **A. Unless Service Provider is addressed in Section B below, Service Provider shall:**

1. As directed, provide information regarding persons providing services under this contract with access to TJJD youth or youth records for a criminal background checks, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this contract. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJD's Director of Human Resources.

### **B. Service Provider Licensed by the Texas Department of Family and Protective Services**

1. Employees, contractors (including subcontractors), or volunteers who provide services in a facility that contracts to accept TJJD youth and that is licensed by the Department of Family and Protective Services (DFPS) must, in order to work with TJJD youth, obtain clearance under DFPS background check rules. Further:
  - a. Service Provider must provide sufficient information to allow TJJD to verify DFPS clearance; and

- b. Service Provider must notify TJJD's Director of Human Resources **within 24 hours** of learning of the arrest of any employee, contractor (including subcontractor), or volunteer.

**C. TJJD Approval**

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

**31. Foreign Terrorist Organizations**

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

**32. Former Agency Employees**

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

**33. Franchise Taxes**

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

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

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

**34. Governing Law and Venue**

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

**35. 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.

**36. Human Trafficking Prohibition**

Under Section 2155.0061, 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.

**37. Indemnification (General)**

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

**38. Intentionally Left Blank**

**39. Intentionally Left Blank**

**40. Independent Contractor - Relationship of the Parties**

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

**41. Insurance**

**Section 1:** Service Provider shall maintain liability insurance in the amount of \$300,000.00 for each occurrence of negligence. The insurance must cover injury to a youth that occurs when the youth is in Service Provider's care, custody, or control.

**Section 2:** Service Provider shall provide the TJJD Contracts Department proof of insurance upon contract execution, upon insurance renewal if coverage expires during the contract term (including contract extensions, if any), and upon request.

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

**42. Lobbying Prohibition**

Service Provider represents and warrants that TJJD's payments to Service Provider and Service Provider's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

**43. No Conflicts of Interest**

Service Provider represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Service Provider has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the contract. And if circumstances change during the course of the contract, Service Provider shall promptly notify TJJD.

**44. No Implied Waiver**

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

**45. No Quantity Guarantees**

TJJD makes no express or implied warranty whatsoever that a minimum number of referrals will be guaranteed under this contract.

**46. No Third-Party Beneficiaries**

The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

**47. Notice**

Any written notice required under this contract will be either through hand delivery or by U.S. Mail, certified, return receipt requested, to Service Provider at the address indicated on page 1 of the contract and to TJJD at Texas Juvenile Justice Department, Office of General Counsel, 11209 Metric Blvd., Bldg. H, Ste. A, Austin, Texas 78758.

**48. Notice of Changes**

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

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

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

**49. Permits, Certifications, and Licenses**

Service Provider represents and warrants that it has determined what licenses, certifications, and permits are required under the contract and has acquired all applicable licenses, certifications, and permits and shall maintain them as necessary throughout the term of the contract.

**50. Prompt Payment**

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

**51. Prior Disaster Relief Contract Violation**

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

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Therefore, undersigned Service Provider certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

## **52. Problem Solving in the Ordinary Course of Business**

**Section 1:** The parties to the contract shall use the procedures contained in this provision for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of the contract, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used.

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

**Section 3:** Formal Resolution:

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

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

## **53. Public Information Act**

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

## **54. Restricted Employment for Certain State Personnel**

Pursuant to Section 572.069 of the Texas Government Code, Service Provider certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or

contract negotiations for TJJD involving Service Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

#### **55. 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.

#### **56. Sanctions**

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

1. Requiring Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
2. Recouping payment made to Service Provider; and/or
3. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
4. Assessing liquidated damages to the extent allowed by Texas law for each instance of non-compliance; and/or
5. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

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

#### **57. Severability**

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

#### **58. Signature Authority**

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of TJJD and Service Provider and to their representatives, successors, and assigns.

#### **59. Sovereign Immunity**

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

#### **60. Intentionally Left Blank**

#### **61. Specifications**

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. Substitutions cannot be made without TJJD prior



approval. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Service Provider.

## **62. State Auditor's and TJJD's Right to Audit**

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

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

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

## **63. Subcontractors**

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

## **64. Survival**

Expiration or termination of the contract for any reason does not release Service Provider from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

## **65. Suspension and Debarment**

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

## **66. Termination**

**Section 1:** Service Provider may terminate the contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJD.

**Section 2:** TJJD may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if TJJD terminates early. Upon termination under this provision, Service Provider shall refund to TJJD any amounts attributable to the terminated months within thirty (30) days of the termination.

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

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

## **67. Intentionally Left Blank**

## **68. Unfair Business Practices**

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

## **69. Intentionally Left Blank**

## **70. Intentionally Left Blank**

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

**For the Texas Juvenile Justice Department:**

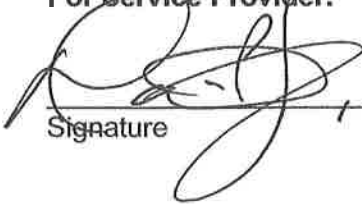


Camille Cain, Executive Director

10/14/2020

Date

**For Service Provider:**



Signature

Dr. David P. Jeter

Printed Name

10/12/2020

Date

**Exhibit A**  
**Specialized Treatment Services Fee Schedule**  
**September 1, 2020**

*The following rates apply to services described in Section 1 of the contract. Reimbursement will be for actual services provided to participants in accordance with fee schedule listed below. Payment is based on "unit of service". A "unit of service" is one (1) continuous hour for individual and family; one and a half (1 ½) continuous hours for group.*

**Chemical Dependency/Alcohol and Other Drug (AOD):**

**Requirements for full billing amount specified in contract (\$85/hour)**

- Must be a Licensed Chemical Dependency Counselor (LCDC); or
- Must be a Qualified Credentialed Counselor (QCC) based on another qualifying licensure in accordance with the definition of a QCC established by the Texas Department of State Health Services (DSHS) and have one year of experience providing chemical dependency treatment services to youth

<b>Locations</b>	<b>Individual Counseling</b>	<b>Family Counseling</b>	<b>Group Counseling</b>
Out of Office (face-to-face)	\$85	\$85	\$22.44
In Office (includes telehealth or face-to-face)	\$60		\$18

**Requirements for amount in contract (\$63.75/hour)**

- Bachelor's (or higher) and registered with DSHS as an LCDC-I; and
- Actively working toward licensure; and
- One year of experience working with youth in providing chemical dependency treatment services as an LCDC-I

<b>Locations</b>	<b>Individual Counseling</b>	<b>Family Counseling</b>	<b>Group Counseling</b>
/Out of Office (Face-to-Face)	\$63.75	\$63.75	\$19
In Office(includes telehealth or Face-to-face)	\$56.55	\$58	\$16

**Mental Health Treatment (MH):**

- Licensed Master or Doctoral-level therapist board approved for independent practice, i.e. Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC), Licensed Marriage and Family Therapist (LMFT), or Licensed Psychologist; and
- Two years of therapy with juveniles with mental illness and or families

<b>Locations</b>	<b>Individual Counseling</b>	<b>Family Counseling</b>	<b>Group Counseling</b>
Out of Office (Face to Face)	\$100.78	\$96.53	\$32.06
In Office(includes telehealth or Face-to-Face))	\$70.55	\$67.57	\$22.44

## Specialized Treatment Services Fee Schedule September 1, 2020

**The following rates apply to services described in Section 1 of the contract. Reimbursement will be for actual services provided to participants in accordance with fee schedule listed below. Payment is based on "unit of service". A "unit of service" is one (1) continuous hour for individual and family; one and a half (1 ½) continuous hours for group.**

### **Sexual Behavioral Treatment (SB):**

- Licensed Sex Offender Treatment Provider (LSOTP); or
- Affiliate Sex Offender Treatment Provider (ASOTP) with submission of an active supervision agreement approved by the Counsel on Sex Offender Treatment (CSOT)

<b>Locations</b>	<b>Individual Counseling</b>	<b>Family Counseling</b>	<b>Group Counseling</b>
In Office (includes telehealth or Face-to Face)	\$100.78	\$93.56	\$32.06
/Out of Office (Face-to-Face)	\$100.78	\$93.56	\$32.06

### **Psychological Assessment:**

Doctoral degree:

- In Clinical Psychology, Counseling Psychology, School Psychology, or Educational Psychology; and
- Licensed Psychologist; or

Master's degree:

- In Psychology, School Psychology, or Educational Psychology with at least 2 years of post-master's supervised experience in testing and psychological assessment; and
- Current licensure as an LPC

CNS-MH; LICSW; LMFT; LPCC; LP; NP; Psychiatrist \$156.20
Practitioners \$109.33

### **Forensic Psychological Assessment:**

- Licensed Clinical PhD or PsyD psychologist; and
- Specialized training in forensic assessment as described on resume; and
- 2 years or more experience in providing forensic psychological evaluations; and
- Experience providing court testimony; and
- Resume that reflects the ability to:
  - provide highly specialized assessment of idiosyncratic risk factors for violence, as well as consultative services concerning the potential for dangerousness; and
  - provide comprehensive mitigation, litigation, and trial consultation services

CNS-MH; LICSW; LMFT; LPCC; LP; NP; Psychiatrist \$156.20
Practitioners \$109.33

**EXHIBIT B**  
**SERVICE AREA AND LOCATIONS**

Service Provider will provide services at:

☐ TJJD Institution ☐ TJJD Halfway House ☒ TJJD Parole Office ☒ Service Provider's Office  
☒ Youth's home ☒ Other Public Facility ☒ Telehealth ☒ Telephone

Service Provider will provide services in the following counties, defined as "Service Area":

Freestone	Hunt
Hill	Cook
Kaufman	Rockwall
Navarro	Lamar
Collin	Denton
Freestone	Van Zandt
Dallas	Smith
Ellis	

**SEND INVOICE (AND BACKUP DOCUMENTATION) TO:**

Ft. Worth District Office  
2462 E. Long Avenue  
Ft. Worth, TX 76106

# EXHIBIT C



## SPECIALIZED TREATMENT AFTERCARE SIGN-IN SHEET

TEXAS  
JUVENILE  
JUSTICE  
DEPARTMENT

SERVICE PROVIDER:

SIGNATURE:

DATE:

ADDRESS:

TELEPHONE NUMBER: ( )

CONTRACT NO.

TYPE OF SERVICE:

☐ AOD ☐ MH ☐ SB

CATEGORY:

☐ INDIVIDUAL ☐ GROUP ☐ FAMILY

LOCATION:

☐ IN OFFICE ☐ HOME BASED ☐ OUT OF OFFICE ☐ TJJD LOCATION ☐ Telehealth ☐ Telephone

"Treatment was provided to the following Youth"

(In order to receive credit for the service each line must be completed and Youth receiving treatment must sign below)

	Youth Name (Print)	TJJD #	Youth Signature	Date	Parole Officer/ Case Manager	Appointment Time		Total Time	No Show ✓
						Scheduled Appt. Time	Start End		
1									
2									
3									
4									
5									
6									
7									
8									

NOTE: This sign-in sheet must be submitted with each invoice for payment. A separate form must be used for each TJJD location.