

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONTRACT FOR TREATMENT PLAN SERVICES
Contract No.: CON0001637

This Contract will become effective **upon final signature**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJJ or Department**, and **Marti Smith, dba Marti Smith Seminars, Inc.**, hereinafter **Service Provider**, for the purpose of providing individual treatment plan services for TJJJ youth. This contract is identified as **CON0001637** and will expire on **August 31, 2026**.

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 in this contract.

I. SERVICE PROVIDER

Service Provider agrees to the following:

1. Provide treatment services to referred TJJJ youth through assisting in the development of their individual treatment plans with TJJJ staff that incorporate somatosensory-based treatment planning with emphasis on Trust-Based Relational Intervention and Neurosequential Models of treatment.
2. Provide services through phone/video conferencing.
3. Maintain current licensing as an occupational therapist throughout the term of this contract.
4. Submit invoices to TJJJ Central Office for payment of services no later than the 10th day of the month for services that were rendered in the prior month. Please e-mail invoices to TJJJinvoice@tjjd.texas.gov.
5. Notify the 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 parent(s) or guardian(s) will be required to pay for the support of the youth in the program, unless otherwise ordered.
6. Maintain all financial records in accordance with generally accepted accounting principles.
7. Maintain and retain records for a minimum of seven (7) years after the termination of the contract period, or for seven (7) years after the end of the federal fiscal year in which services were provided, whichever is longer. * If any litigation, claims, disputes, or audits

involving these records begins before the seven (7) year period expires, Service Provider will keep the records and documents until all litigation, claims, disputes, or audit findings are resolved. Resolution is when a final order is issued in litigation, or a written agreement is entered into between TJJD and Service Provider. Contract period means the beginning date through the ending date specified in the original contract or any amendments. *Retention requirements for treatment and education records will be 18 years of age plus 10 years unless otherwise mandated by licensing requirements.

8. Disclose in writing to the Director of Business Operations and Contracts any transactions with related parties providing goods or services to Service Provider for which Service Provider is reimbursed under the terms of this contract.
 - a. 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 principal investors, owners, or managers and their relatives as listed above.
 - b. Service Provider must report to TJJD any transaction with a related party that could result in excessive profits from its relationship with the related party. If excessive profits are found to have occurred, administrative error sanctions may be imposed.
 - c. Any violation of this section can be considered a breach of contract and could result in administrative error sanctions or contract termination.
9. Cooperate with or testify in judicial proceedings, legislative and administrative hearings, or investigations, at the request of TJJD.
10. Notify TJJD if Service Provider is or becomes a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). Service Provider is to secure any HIPAA consent or authorization necessary to provide or obtain TJJD protected health information.
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.

II. TJJD

For and in consideration of the services to be provided by Service Provider to TJJD youth, TJJD

shall:

1. Refer appropriate TJJD youth for Service Provider's individual treatment plan services.
2. Pay Service Provider **\$100.00** per hour for each phone/video conferencing session. The not to exceed amount of this contract is **seven thousand dollars and zero cents (\$7,000.00)**.
3. Ensure that payment is made 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 Texas Comptroller administers or collects until the indebtedness or delinquency is paid in full.

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:

	8/29/2024
Shandra Carter, Executive Director	Date

For Service Provider:

	Marti Smith	08-28-2024
Signature	Printed Name	Date

Attachment 1

EXECUTION OF OFFER

By signature hereon, Contractor certifies that:

Contractor understands that the terms and conditions of its Texas Department of Information Resources (DIR) contract shall apply if the resulting contract is issued through a DIR Cooperative Contract and the DIR contract terms and conditions take precedence if there is a conflict.

All statements and information prepared and submitted are current, complete and accurate.

Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Prior Disaster Relief Contract Violation. Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor certifies that the individual or business entity named in this bid [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.

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 Contractor 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.

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:
NONE		

Under Texas Government Code Section 669.003, relating to contracting with an executive head of a state agency, Contractor represents that (1)no person currently serves, (2) a person at any time during the four years before the date of the contract or (3) a person who employs a current or former executive head of TJJJ has served as an executive head of the Texas Comptroller of Public Accounts, TJJJ, or any other state agency involved with or that has any interest in this proposal or any contract resulting from this solicitation. If Contractor employs or has used the services of a former executive head of TJJJ or other state agency, then Contractor shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Contractor, and date of employment with Contractor.

Pursuant to Section 2271.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification in its Response. Contractor also certifies by signature that it is not ineligible to receive the contract pursuant to Section 2252.152 of the Texas Government Code which prohibits TJJJ 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.

Advertising Of Award: The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

Immigration: Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. Â§ 1101 et seq.) and all subsequent immigration laws and amendments.

No Collusion: Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities which Offeror engaged to assist it with respect to such response or submission.

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

Contractor certifies that it has not been an employee of TJJJ within the last twelve (12) months.

By their signature below, Contractor acknowledges that it has read and understands the foregoing and certifies to same.

CONTRACTOR ([REDACTED]

[REDACTED]

NAME (TYPED/PRINTED) Marti Smith

TITLE: Occupational Therapist DATE: 08-28-2024

EMAIL ADDRESS: martiot@gmail.com

STREET: [REDACTED]

CITY/STATE/ZIP: [REDACTED]

TELEPHONE AND FACSIMILE NO.: 512-569-2109

PAYEE IDENTIFICATION NUMBER: _____ or

FEDERAL TAXPAYER IDENTIFICATION NUMBER:  _____