

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

INTERAGENCY COOPERATION CONTRACT
Contract CON0001349

This contract will become effective **September 1, 2021**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJD or the District**, an agency of the State of Texas, and **Blinn College District, 902 College Avenue, Brenham, Texas 77833**, hereinafter **Service Provider, Blinn, or the College**, a public junior college established under Chapter 130 of the Texas Education Code and political subdivision of the State of Texas. This contract will expire on **August 31, 2024**.

RECITALS WHEREAS, the College and the District desire to establish *College classes and dual credit programming* (Dual Credit Program) to be operated as part of the District's academic programming (School); and

WHEREAS, Texas Education Code (TEC) Sections 28.009, 29.182, 29.184, and 130.008; and 19 Texas Administrative Code (TAC) Chapter 4, Subchapter D and Chapter 9, Subchapter H authorize an institution of higher education to contract with a public-school district for the provision of instruction resulting in dual credit received by a student for such course. This contract is entered into under the authority of the Interagency Cooperation Act, Chapter 771 of the Texas Government Code and Texas Government Code Section 2155.143 for the mutual considerations described in this contract; and

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

SECTION I: CONTRACTING PARTIES

The Performing Agency:

Blinn College District
902 College Avenue
Brenham, Texas 77833

The Receiving Agency:

Texas Juvenile Justice Department
1711 San Jacinto Blvd.
Austin, TX 78701
P.O. Box 12757
Austin, TX 78751

SECTION II: STATEMENT OF SERVICES TO BE PERFORMED

I. TJJD shall:

- a. Provide TJJD staff as proctors to assist TJJD students participating in college courses at the TJJD sites across the state.
- b. Provide staff assistance for integrating the registration process between TJJD and Service Provider.
- c. Provide informational technology (IT) staff assistance for establishing reliable and secure connectivity for Service Provider courses and other support for distance learning equipment as needed.
- d. Provide Texas Success Initiative (TSI/TSIA) placement testing for students who meet internal and Texas Education Agency (TEA) criteria for college courses.
- e. Provide appropriate instructional materials, including textbooks and instructional media, to support the curriculum.
- f. Coordinate with Service Provider and make proctors available for training in the Desire 2 Learn LMS program.
- g. Assign a TJJD employee to serve as Coordinator of the program.
- h. Provide a copy of each enrolling student's appropriate documents, to include:
 1. High school diploma or transcript, HSEC or MR (Diploma not required for dual credit students)
 2. College Application
 3. Required test scores
 4. Dual Credit Approval Form
- i. Assist the students in securing financial resources where applicable.
- j. Provide technology in all designated classroom and laboratory space.
- k. Pay for tuition and fees as described in subsection (i) of Service Provider's duties and for any instructional materials ordered from the Blinn College bookstore.
- l. If dual credit courses are taught on the School campus, TJJD will provide a learning atmosphere and classroom facilities comparable to those in which dual credit courses are taught on the College campus, regardless of modality of instruction.

- m. TJJD will provide facilities, personnel, and equipment to meet the requirements for the Online/Internet, and Interactive Video Conference (described and/or as set forth in **Appendix B**) or blended classes when any of these distance education options are selected for instruction in courses under the Dual Credit Program.
- n. TJJD will assign professional-level personnel, as applicable and as agreed upon between the Parties, who will be responsible for identifying and verifying the eligibility of prospective students to participate in college courses and or the Dual Credit Program in accordance with Applicable Law.
- o. TJJD will require students enrolling in the Dual Credit Program who have documented disabilities that require accommodations or are receiving services under an Individual Education Plan (IEP) to provide a copy of their documentation and/or IEP to the Office of Disability Services at the College in order to receive accommodations in any College course.
- p. Notes:
 1. Whereas the College will follow existing Board of Trustees policies with regard to assigning a grade for College credit in the dual credit courses, if the College grading scale differs from the high school's grading scale, the high school will provide participating students with a comparative document displaying both the College grading scale and the high school grading scale. See **Appendix A**.
 2. Although a student may pass a College class with a grade of D, the high school will be responsible for communicating to students and parents that under 19 TAC§ 74.26(c), credit for courses for high school graduation may be earned only if the student received a grade which is the equivalent of **70 on a scale of 100**. See **Appendix A**.

II. Service Provider shall:

- a. Assign a Service Provider employee associated with the college courses to serve as an administrator to be in charge of the management and supervision of these programs. This individual will serve as the contact point for Service Provider and will assume responsibility for management and operation of this program.
- b. Provide approved online instruction to eligible TJJD students at all TJJD facilities designated by TJJD.
- c. Provide appropriate methods of instruction for the subject matter.
- d. Provide consistent instructions so if a student moves from one location to another they will not lose the opportunity to complete the class.
- e. Provide assistance to assure all Blinn equipment is compatible and operates correctly in order to provide for the online course instruction.

- f. Allow access to *D2U Desire2Learn* for all students participating in the course.
- g. Provide an enhanced learning experience in order for students to have live interaction with instructor via virtual conferencing methods that operate within TJJJ required security guidelines as / if needed.
- h. Provide for a flexible schedule in the class offerings so classes are made available when students are available for instruction.
- i. Bill TJJJ for instructional materials as well as tuition and fees for each participant in accordance with rates listed in **Appendix D**. Tuition and fees will be billed in accordance with the following provisions: Service Provider will notify TJJJ of any changes in tuition and fees prior to the start of each academic school year, which is designated as at least 60 days prior to the start of a Fall semester.
- j. Maintain official records of student course completions, and make them accessible and available upon request, to students or other academic institutions according to procedures set forth by Service Provider.
- k. Provide TJJJ a census roster of all students officially enrolled in TJJJ courses after the official census date, and outcomes for each student in each course at the end of each semester.
- l. Assure that any dual credit courses will be Texas Education Agency (TEA) aligned courses and provide supporting documentation as requested of Texas Essential Knowledge and Skills (TEKS) correlations to the TJJJ Program Coordinator prior to the first day of class.
- m. Provide to the TJJJ Program Coordinator all relevant access codes and licenses to access web-based instructional materials one month prior to the first day of proposed courses. These will be routed through TJJJ approval processes.
- n. Facilitate the delivery of materials, logins, and passwords once the student roster is approved by the TJJJ Program Coordinator.
- o. Notify the TJJJ Program Coordinator of any concerns or questions regarding the program or delivery of services and work with the TJJJ Program Coordinator to resolve them.
- p. In accordance with Applicable Law (as defined herein), the College will offer for dual credit selected college-level academic and technical courses as listed in the current edition of the Texas Higher Education Coordinating Board's (THECB) Lower Division Academic Course Guide Manual (ACGM) and Workforce Education Course Manual (WECM). The course or courses to be taught in a given semester shall be determined by the College and agreed upon by TJJJ. Courses provided by the College under this contract shall be consistent with the educational purpose, mission, and goals of the College and shall be under the direct control of the College. Further:

1. Course selections may be offered during the fall, spring, and summer semesters in an online format. College and TJJD representatives at each site will assess the facilities and determine the class size.
2. All College prerequisites must be met, and all College course sequencing shall be followed.
3. A course equivalency crosswalk will be used to equate high school courses with college courses that identifies the number of credits that may be earned for each course completed through the Dual Credit Program. It will also provide an alignment of endorsements offered by the district and dual credit courses offered that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications listed on the College website. The TEA Graduation Toolkit is a tool that can be used by counselors, students, and families in selecting endorsements offered by the district and dual credit courses offered.
4. A participating student's satisfactory academic performance in a course provided under the Dual Credit Program shall be determined in accordance with College Board Policies.
5. In accordance with THECB regulations, Dual Credit Program instruction follows the same curriculum, materials, grading, and rigor used in the same class taught at the College to non-dual credit College students. The College's Academic Deans, Assistant Deans, and Department Heads, through continual monitoring, assure the integrity and rigor of the curriculum in all sections of their discipline or program, both for courses taught as part of the Dual Credit Program and the non-dual credit courses.
 - a. The College will use the same textbooks for courses taught as part of the Dual Credit Program as the ones used for the identical on-campus course or an equivalent textbook approved by the College. TJJD will be responsible for the procurement of the students' textbooks. The use of free or low-cost open educational resources in courses offered under the Dual Credit Program will be used, if available.
 - b. The College will provide adequate instructional support services, as determined in its discretion, including advising, to meet the needs of dual credit students. Advising will be provided to students through the use of Interactive video conferencing (IVC).

The designated academic advising contact for dual credit is:

Shannon Williford
Director, Dual Credit Programs
979-209-8218
shannon.williford@blinn.edu

- c. Dual credit students and instructors may use the materials and services at one of the College libraries located at Brenham, Bryan, Schulenburg, and Sealy campuses. Circulation privileges and other services available to students and instructors who are part of the Dual Credit Program are identical to those provided to students and instructors not participating in the Dual Credit Program, unless prohibited by TJJD policy. Students can use Blinn's online library, but would not be able to access any sites outside of Blinn's URL. Students may also use the libraries at TJJD sites.

6. RECORDS AND REPORTING

- a. Class Rosters. The College will provide class rosters (listing the names and grades in a numerical format of dual credit students completing the course) to the District at the close of each semester.
- b. College will maintain Student Records; Record Retention; FERPA. In accordance with Applicable Law, each Party will maintain student records and as may be necessary or advisable to operate the College and Dual Credit Program, provide the other Party copies of the grades, progress, and other informational data on student progress and assessment. Both Parties will be responsible for maintaining student records and records pertaining to the College and Dual Credit Program in conformity with the Texas Record Retention laws. Each Party designates the other Party as its agent with a legitimate educational interest in students' educational records for purposes of FERPA. Both Parties shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws governing the rights of the dual credit students with respect to educational records and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.
- c. Transcription of Credit. For dual credit courses, high school as well as college credit should be added to transcripts immediately upon a student's completion of the performance required in the course. [TAC 19, Part 1, Chapter 4, Subchapter D, 4.84 (8)]

III. Applicable Law:

The Parties agree to operate the Dual Credit Program and perform their obligations under this contract in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to:

- a. the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of

1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act;

- b. the Texas constitution;
- c. applicable provisions of the Texas Education Code;
- d. State and federal laws regarding the reporting of any and all alleged child abuse, school related crimes, and sexual molestation of students;
- e. State record retention laws;
- f. applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H;
- g. TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide;
- h. THECB guidelines and requirements; and
- i. the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party. The Parties agree to operate the Dual Credit Program in compliance with their respective applicable board policies and procedures.

The foregoing as set forth in this Section and any other laws, rules, and guidelines applicable to the subject matter of this contract collectively shall be referred to as "Applicable Law" or "Applicable Laws" when used herein.

SECTION III: ADMISSION

Students may attend the College during the semester in which the student demonstrates readiness for College-level courses or otherwise is eligible in accordance with Applicable Law. The following requirements for admission must be met:

1. Obtain written permission from the high school principal or the principal's designee, as set forth in **Appendix C**.
2. Earn a "B" or better average in all high school work attempted or a "C" for WECM trades courses. If the student has a lower average than this, he or she must obtain a written letter from the principal stating why the College should allow him or her into the course(s). Upon receiving this letter, the College will determine if the student will be allowed to register.
3. Complete a College Application for Admission Form through ApplyTexas. (https://www.applytexas.org/adappc/gen/c_start.WBX).
4. Complete the "Dual Credit Course Approval Form," attached as **Appendix C**.

5. Meeting the following requirements:
 - a. Have satisfied current TSI criteria for college and dual credit as determined by the THECB. Scores or exemptions must be furnished by the high school or the student on an official document at the time of registration. Current eligibility scores and exemptions are available on the College's website (www.blinn.edu).
 - b. Proof of Bacterial Meningitis Vaccine. The College, in compliance with TEC Section 51.9192, requires the bacterial meningitis vaccination for all new students enrolling in classes after January 1, 2012. Students must provide to the College Enrollment Services Office a certificate signed by a health practitioner indicating they have been vaccinated against bacterial meningitis. This requirement does not apply for students enrolled in the Dual Credit Program who will be taking the courses at a high school facility not located on a higher education institution campus, or for completely online students. Dual credit students taking classes in person on any College Campus must provide proof of the meningitis vaccination. Refer to <http://www.blinn.edu/immunization.html> for detailed information regarding Bacterial Meningitis.

SECTION IV: CLASSES AND SCHEDULES

- A. Prior to the start of each semester, the College will coordinate and finalize the proposed course schedule with the high school in a timely manner. To facilitate meeting College faculty and course scheduling deadlines, the high school will submit the proposed course schedule and anticipated number of students per course for the next school year by March 1st prior to the beginning of that school year or another date as agreed upon.
- B. All high school students enrolled in a dual credit class will follow the official College calendar regardless of dual credit class location, course instructional modality, or high school calendar. Neither the College nor the high school shall cancel a class unless necessary. The cancellations shall be processed through the high school administration upon consultation between the appropriate representatives of the high school and the College. If deemed necessary by the College, lost instructional time shall be made up by arrangement with the high school.
- C. A student participating in the Dual Credit Program may take the number of academic classes permitted by Applicable Law for dual credit only if the student meets the College's success standard. The College's Dual Credit Program administrator will confer with the high school's representative under the Dual Credit Program to confirm such standards.
- D. Academic dual credit courses can be taught in classes composed of both dual credit students and advanced placement students. In the case of technical classes being approved as an articulated course, the dual credit class can include a combination of technical dual credit students, college credit students, and/or local articulation students.
- E. Example class schedule from Spring 2021 through Fall 2024 is referenced in **Appendix E**.

SECTION V: INSTRUCTORS

- A. The College will approve or select qualified instructors to teach the courses that result in the awarding of dual credit. An instructor is qualified if he or she meets the requirements set forth in Section 130.008(9) of the TEC and other Applicable Law (including, but not limited to SACSCOC Comprehensive Standard 3.7.1 of the Principles of Accreditation and Blinn College's Faculty Credentialing Guidelines).
- B. The College's academic dean, as applicable to the specific dual credit course being provided, will have the responsibility for the oversight, supervision, administration, and evaluation of the instructional delivery provided by each instructor teaching a dual credit course under this Agreement, whether such instruction is delivered at a College facility, a District classroom, or another location. The oversight, supervision, administration, and evaluation by the College's academic deans will be in accordance with College instructional policies and procedures as applicable to the course being taught. The responsibilities set forth in this Section does not alter that employment status of any Party's personnel, create liability for either Party, or negate the requirement of an employee of either the College or the District to comply with the policies of that employee's employer.


SECTION VI: PAYMENT FOR SERVICES NOTICE

- A. **IF**, an instructor who is a College employee provides instruction, regardless of location or modality; **THEN**, the total, not to exceed value of this contract will be **\$45,000.00 (forty-five thousand dollars per academic year - fall/spring/summer)**. (See **Appendix D** for complete information.)
- B. **IF**, a qualified and approved instructor employed by the District is utilized for a technical dual credit course and the College pays no compensation to the instructor; **THEN**, both the tuition and the general fees for each student enrolled in that course are waived.
- C. Service Provider will invoice TJJD after completion of each course/term/semester and email invoice to tjinvoice@tjtd.texas.gov and [REDACTED]
- D. Financial Aid is not available to dual credit students. The Higher Education Technical Amendments of 1987 (P.L. 100-50) states, "A student who is enrolled in an elementary or secondary school is not eligible for Title IV assistance for any courses taken at the postsecondary level for the same period."
- E. The state funding for dual credit courses will be available to both the high school and the College, based on the current funding rules of TEA and the THECB. The College may only claim funding for students receiving college credit in core curriculum, career and technical education, foreign language dual credit courses, and classes in a field of study or program of study.
- F. Service Provider will invoice separately for:


1. technical dual credit service expenses
2. academic dual credit
3. expenses associated with college credit only college classes

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:

 _____ 12/8/21
Camille Cain, Executive Director Date

For Service Provider:

 _____ 12/6/2021
Mary Hensley, Ed.D., Chancellor of the Blinn College District Date

APPENDIX A Regarding Grading System EGA (LOCAL)
(<https://www.blinn.edu/administrative-regulations/index.html>) and Current College
Procedures for Grading and Credit

The Board shall establish the manner by which grades shall be determined and credit shall be awarded. These provisions shall include the methods for reporting student grades, the calculation of a student's grade point average (GPA), the classification of students based on credits earned, the transfer of credits, student standards of performance, grade appeal procedures, and any other relevant matters. The provisions shall be published in the College District catalog. The Chancellor shall develop written procedures to implement the grading and credit provisions adopted by the Board. [For class rank calculations and honors determinations, see EGB (<http://pol.tabs.org/Policy/Section/1204?filter=E>).

Current College Procedures for Grading and Credit Grades

At the end of each semester, students shall receive a final grade report that shall become a part of their permanent record. The College District's grading system shall apply to all courses:

A	(90-100) - Excellent
B	(80-89) - Good
C	(70-79) - Average
D	(60-69) - Poor
F	(Below 60) - Failure
I	Incomplete
Q	Dropped
W	Dropped Due to Good Cause or Withdrawal from College
CR	Credit
P	Pass
NP	Not Passing
FS	Academic Fresh Start

I - Incomplete: indicates that the coursework was incomplete because of serious illness or other justified emergency. The instructor shall change the grade of "I" to a grade based on the work completed for the course in addition to the work specified in the course completion contract. All incomplete work shall be completed within 90 days of the start of the next long semester. Failure to complete the work specified in the course completion contract shall result in a grade of zero, which shall be factored into the final grade calculation with appropriate weighting relative to other course grades.

Q - Dropped: assigned before or on the official "Q-Date" as indicated on the College District calendar when a student is officially dropped from a course.

A “Q” may also be given after the “Q-Date” if the student is passing the course at the time the official drop is processed.

W - Dropped Due to Good Cause: assigned before or on the official “Q-Date” as indicated on the College District calendar when a student has officially withdrawn from the College District or is officially dropped from a course for any of the following “good cause” reasons:

- A severe illness or other debilitating condition that affects the student’s ability to satisfactorily complete a course;
- The care of a sick, injured, or needy person if providing that care affects the student’s ability to satisfactorily complete a course; relationship to the student; • The death of a member of the student’s family;
- The death of a person who has a sufficiently close relationship to the student;
- The student’s active military duty service;
- The active military service of a member of the student’s family or a person who has a sufficiently close relationship to the student; or
- A change in the student’s work schedule that is beyond the student’s control and affects the student’s ability to satisfactorily complete the course.
- For definitions of a student’s “family” and “a person who has a sufficiently close relationship to the student,” see DEFINITIONS FOR GOOD CAUSE EXEMPTION in ECC (LEGAL).

A “W” may also be assigned to a student not impacted by SB 1231 when he or she drops a course or withdraws from the College District.

Health Sciences Grading System

The grading system for Health Science programs may differ from the approved Blinn College Grading Scale as noted in their program handbook and course syllabi. Students not meeting these standards in competitive entry programs may continue to enroll in courses outside the discipline as long as they maintain minimum college requirements.

Grade Point Average (GPA)

College District progress is normally determined by a grade point average or ratio. Grade points shall be calculated by assigning values to each grade. The value is illustrated in the chart below:

Grade	Grade Points per Semester Hour
A	4
B	3
C	2
D	1
F	0
I, Q, W, CR	0
P, NP, FS	0

The highest grade of a repeated course shall be used in determining the cumulative grade point average. A grade of “W” or “Q” shall not replace a grade of “F” or higher in a repeated course, but a grade of “F” shall replace a grade of “W” or “Q”.

All grades earned while enrolled in the College District shall be used in computing a student’s College District grade point average (GPA), except grades of I, W, Q, NP, P, FS, and CR.

The computation of a student’s College District Graduation GPA shall include transfer coursework but shall not include developmental coursework. [See “Programs of Study” for detailed information about specific degree requirements.]

Grade Change

For any questions regarding grade changes, call the vice chancellor, instruction at (979) 8304130. Blinn College procedure is that grades older than one year will not be changed.

Academic Fresh Start

State law (Education Code, Sec. 51.931) allows students who have academic credits earned 10 or more years prior to the starting date of the semester in which they seek admission to any public institution of higher education to have those credits or grades not considered in the admission decision. If admitted under this “academic fresh start” provision, the student may not receive any course credit for courses undertaken 10 or more years prior to enrollment.

Academic Good Standing

In order to remain in academic good standing with the College District, a student must maintain a cumulative grade point average of at least 2.0 (C). A 2.0 cumulative grade point average is the minimum average required for graduation.

Credit for Military Experience and Coursework

Students may receive credit for military experience and courses taken while in the military. Two hours of Kinesiology credit will be awarded to students who have completed basic training. An official DD-214 must be on file in the Admissions and Records Office to receive this credit. The College also awards academic credit to students based on the American Council on Education (ACE) and Department of Defense (DOD) guidelines specified by their Military Occupational Specialty (MOS) credentials. These recommendations are published in the Guide to the Evaluation of Educational Experiences in the Armed Services and are found online at <http://www.acenet.edu/news-room/Pages/Military-Guide-Online.aspx>. Both proficiency exam scores and completed service schools are documented on military separation papers such the DD-214 military release document, the Army/American Council on Education Registry Transcript System (AARTS), or the Sailor/Marine Corps/ACE Registry Transcript (SMART). The Registrar evaluates these documents and awards up to twelve hours of academic credit based on the ACE recommendation

Scholastic Probation or Suspension

A student who falls below a 2.0 cumulative grade point average (GPA) at the close of any long semester or summer school will be placed on scholastic probation. A student who fails to achieve a minimum 2.0 semester and cumulative GPA at the end of subsequent semesters will be placed on scholastic suspension. A student with a semester GPA of greater than 2.0 and a cumulative GPA of less than 2.0 will remain on scholastic probation. Students being placed on

scholastic probation [at the end of the long semester] will receive an email at their Blinn College Buc account. Students being placed on scholastic suspension [at the end of the long semester] will be mailed a letter at their permanent address and will receive an email at their Blinn College Buc account.

Students transferring from another college with less than a 2.0 GPA, if admitted, are admitted on scholastic probation. These students must meet the same requirements in subsequent semesters as all other students on scholastic probation (see above).

A student placed on scholastic probation becomes ineligible to be a candidate for an elective or appointive office of a college-sponsored activity or social organization. This restriction does not apply if participation in the activity or organization is part of the requirements of a college course. The student may be required to forfeit college scholarships, be ineligible to represent the College, and may be subject to a loss of veteran's benefits and other financial aid. A student on scholastic probation is required to be advised prior to registration. A student that registers prior to the conclusion of the semester they are placed on probation must be re-advised in order to keep their courses.

A student placed on scholastic suspension will not be allowed to attend Blinn College for one long (fall, spring) semester. At the conclusion of this suspended semester, the student can reenter the College and will be placed on scholastic probation.

For those students who have been scholastically suspended but have extenuating circumstances preventing them from achieving the minimum 2.0 GPA, an appeal for reinstatement may be made. This appeal must be made in writing to the scholastic appeals committee. Information on the appeal procedure and deadline is included in the letter sent to suspended students. The decision of the scholastic appeals committee is final. No appeal for reinstatement may be made after the appeal deadline. If required, a student must make a separate appeal for reinstatement of financial aid funds.

APPENDIX B

Interactive Video Class Regulations

This Appendix B is attached to and incorporated into the Blinn College Dual Credit Program Agreement C' Agreement") between the Parties (as that term is defined in the Agreement). Any capitalized term used in this Appendix that is not otherwise defined herein shall have the meaning set forth in the Agreement or in the Blinn College Board policies and procedures;

The College is pleased to work with area high schools, the District, and Education Service Centers VI and XIII to offer college credit courses to high school students via Interactive video conferencing (IVC) and will seek every opportunity to use the available technology to deliver courses to off-campus sites. In order to ensure the highest quality education possible using this technology, the following items must be agreed to by the parties involved.

Determining Appropriateness of Interactive Modality

The College and District representatives shall reach a consensus to determine whether interactive video is an appropriate means to offer a course.

The College will retain final authority as to the instructional modality used (traditional or IVG) depending on course enrollment and the appropriateness of the equipment and room configuration at the District site. Modification to room location or room configurations shall be agreed in writing, and the modifications shall be completed by the first day of instruction. Any expenses incurred shall be paid by the District.

Class Size and Scheduling

The number of sites in a combined class shall be limited to a total of three sites, including the originating site. The total number of students at all sites shall not exceed the class limits of a traditional class in the same subject at the College.

To determine how many students a remote site can reasonably accommodate, an assessment of the room layout and equipment will be made by a member of the College's Distance Education program. Classes will be scheduled and held according to the College's calendar.

Site Facilitators and Technical Support

Site facilitators or technical personnel must be available before the beginning of each class session to initiate and test the connection to the Educational Service Center and the College.

The District shall provide an adult site facilitator in the room during the entire class period to monitor class activities, including exams. The District shall assume the costs of the site facilitators and technical support technicians.

Technical support staff must be on site (not necessarily in the classroom) to assist in resolving technical problems. Site facilitators must have access to a fax machine.

There will be a central point of contact designated at the District. The College's central point of contact for classes conducted via IVC will be designated by the College's Distance Education office.

The College shall pay for mailings originating from Blinn College; the District shall assume costs of mailings originating from the District.

Telecommunication Requirements

The District shall pay for its T1 and other telecommunication fees, including Educational Service Center fees, and shall be responsible for providing and maintaining its own equipment and connection to the Educational Service Centers. The District shall be responsible for maintaining its T1 lines.

There must be a separate dedicated telephone line with access to long distance and a speakerphone in each interactive classroom.

Appendix C: Dual Credit Approval Form



2020-21 Dual Credit / Early Admission Course Approval

Completed by the Student

Student's First Name: Student's Last Name: Blinn ID:
High School: Class Of:

Please complete the course request details below:

Course Name	Semester
<input type="text"/>	<input type="text"/> <input type="button" value="Please Select"/>
<input type="text"/>	<input type="text"/> <input type="button" value="Please Select"/>
<input type="text"/>	<input type="text"/> <input type="button" value="Please Select"/>
<input type="text"/>	<input type="text"/> <input type="button" value="Please Select"/>

Comments (special instructions or specific course CRNs):

Please provide your parent's name and email address below. This will enable access of the form to be passed to the parent for their signature via email notification.

Parent's First Name: Parent's Last Name:
Parent Email Address: Parent Telephone:

I understand that if I admitted under this program, I will abide by the rules and regulations of the Blinn College District as outlined in the [Blinn College District Catalog](#), which may be found on the [Blinn College website](#), including [official registration and withdrawal procedures](#). I also understand that Blinn College may release my academic record to the high school until I am no longer enrolled at the high school. I further understand that I am not officially enrolled unless all required registration documents and payment have been submitted to the college.

Student Signature _____ Date _____

Student: After signing (above), go to the bottom of the page and click [Submit Form](#).

Completed by Parent or Guardian

- I agree to these provisions of admission and enrollments hereby listed for consideration of the student's acceptance and understand he/she must abide by the rules and regulations of the Blinn College District. I understand the student may be exposed to adult material in the classroom and open laboratories, including libraries, learning centers, and computer labs.
- I understand that once the student is registered in a college course he/she is under the rules of the Family Educational Rights and Privacy Act (FERPA), and I may not have access to my student's records without his/her written permission on the [FERPA release form](#).

Parent Notes Section (optional)

Parent Signature _____ Date _____

Parent: After signing (above), go to the bottom of the page and click [Submit Form](#).

Completed by High School Designee

Academic Dual Credit: Students must have an "80" or better average on all schoolwork attempted.

Technical Dual Credit: Students must have a "70" or better average on all schoolwork attempted.

High School Courses: If the student is meeting the required academic standards, go to the bottom of the page and click **Next** to be prompted to sign and submit the form.

Completed by Blinn College Official

Additional Courses

ACGM (academic): Requires a college GPA of 3.0; or, if first semester in college, a high school average of 80 or above.

WECM (technical): Requires a college GPA of 2.0; or, if first semester in college, a high school average of 75 or above.

Review Status

Please Select -

Blinn Advisor Notes

Course Name	CRN	Cost (Tuition/Fees)
	Total Cost:	

Student Signature _____ Date: _____

Appendix D

Blinn College has been contacted by the Texas Juvenile Justice Department of Texas to provide classes to their students. They are requesting that Blinn offer four, eight-week courses, 1 per session, during the long semesters of the academic year. For this, they have budgeted \$45,000 per year to teach approximately 80 students per semester. Tuition and fees will follow the Blinn College Board of Trustees approved amounts for each academic year this contract is in effect.

However, there is an Annual Cost for the program. The Annual Cost includes roundtrip mileage at \$0.575 per mile from the Blinn College District RELLIS location to the TJJD Mart, Gainesville, and Giddings locations, as well as staff time for monitoring progress and compliance of the program. **The Annual Cost for the program is \$575 per academic year (September to August).**

Appendix E

A proposed academic dual credit class offering over three years is provided below:

Term	Course
Fall 2021 2nd 8 weeks	GOVT 2305
Spring 2022 1st 8 weeks	HIST 1301
Spring 2022 2nd 8 weeks	HIST 1302
Fall 2022 1st 8 weeks	ENGL 1301
Fall 2022 2nd 8 weeks	ENGL 1302
Spring 2023 1st 8 weeks	GOVT 2305
Spring 2023 2nd 8 weeks	HIST 1301
Fall 2023 1st 8 weeks	HIST 1302
Fall 2023 2nd 8 weeks	ENGL 1301
Spring 2024 1st 8 weeks	ENGL 1302
Spring 2024 2nd 8 weeks	GOVT 2305

EXHIBIT A

EXECUTION OF OFFER

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:

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 (COMPANY): _____

SIGNATURE (INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ **DATE:** _____

EMAIL ADDRESS: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSIMILE NO.: _____

PAYEE IDENTIFICATION NUMBER: _____ **or**

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

Exhibit B
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Exhibit C

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 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. INTENTIONALLY LEFT BLANK

27. False Statements

The undersigned certifies that the information contained in this contract is accurate and complete. Provider acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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 TJJJ's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJJ 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 TJJJ'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 TJJJ youth and that is licensed by the Department of Family and Protective Services (DFPS) must, in order to work with TJJJ youth, obtain clearance under DFPS background check rules. Further:
 - a. Service Provider must provide sufficient information to allow TJJJ to verify DFPS clearance; and
 - b. Service Provider must notify TJJJ's Director of Human Resources **within 24 hours** of learning of the arrest of any employee, contractor (including subcontractor), or volunteer.

C. TJJJ Approval

TJJJ will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker in accordance with TJJJ policies and procedures. TJJJ'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 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. 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 TJJJ 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 TJJJ 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 TJJJ 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 TJJJ, this contract may be terminated at the option of TJJJ 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 TJJJ.

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 TJJJ. Should Service Provider not elect to use workplace guidelines developed and implemented by the TJJJ, Service Provider agrees that its workplace guidelines shall be similar to the TJJJ'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 TJJJ, 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 TJJJ 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

The contract shall not create any joint venture, partnership, agency, or employment relationship between Service Provider and TJJJ. 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 TJJJ 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), TJJJ 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 agrees and acknowledges that during the existence of the 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 the 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. TJJJ 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 TJJJ or other state employee. 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. Further, Service Provider shall indemnify and hold harmless TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments.

41. Insurance

Section 1: Service Provider shall maintain liability insurance in the amount of \$1,000,000.00 for each occurrence of negligence. The insurance must also 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 listing TJJD as an additional insured 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, P.O. Box 12757, Austin, Texas 78711-2757 or 1711 San Jacinto Blvd., Austin Texas 78701.

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. INTENTIONALLY LEFT BLANK

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. Recovery of 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.

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61. Specifications

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJJ 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 TJJJ prior approval. TJJJ 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 TJJJ'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 TJJJ 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 TJJJ, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJJ and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJJ 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 TJJJ to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJJ 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 TJJJ with a copy of such audit at the same time it is provided to Service Provider. TJJJ 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 TJJJ 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 TJJJ. 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), TJJJ 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 TJJJ.

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

Section 3: TJJJ shall terminate this contract in the event that TJJJ 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, TJJJ 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. TJJJ 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 TJJJ 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 TJJJ with respect to the enforcement of any of the remedies listed herein.

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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.

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71. Use of Contract by Local and State Agencies

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

This contract was competitively solicited, negotiated and awarded or directly awarded in accordance with applicable State of Texas purchasing statutes, rules, policies, and procedures. State agencies and local

governments may use the prices shown in this contract to issue their own contract or may negotiate lower rates based on the increase in capacity. Arrangements for delivery of services are contingent upon mutual agreement of the state agency or local government and Service Provider. The state agency's or local government's contract shall reference the TJJJ's contract number and be sent directly to the Service Provider.

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

The Service Provider shall provide services as per the requirements, terms, and conditions of the established contract. The Customer may not deviate from the material requirements of this contract, as Service Provider is not obligated to perform other than as stated within this contract, unless a change is approved by the TJJJ. The Customer shall use this contract exclusively while identified as an authorized user. If the Customer procures services from another provider, Customer's status as an authorized user will be terminated.

The Customer shall request services directly from Service Provider. The Customer shall receive and reconcile invoices and client participation reports independent from the TJJJ. The Customer shall work directly with the Service Provider in resolving all issues, including litigation, as they relate to services performed under their contract with Service Provider. The Customer shall be billed directly by the Service Provider and make monthly payments from local funds as per the rates in this contract. The TJJJ shall have no obligation to pay Service Provider for monies the Customer may owe Service Provider.”

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

72. Disentanglement Services

(a) The following definitions are incorporated into the contract and relevant to this Article:

- (1) **Disentanglement Period** - the period of time during and after the contract terminates that is necessary to provide disentanglement services.
- (2) **Disentanglement Services** - the obligations of each party imposed upon notice of contract termination or expiration that are designed to extract and protect proprietary data, databases, and structure.

(b) Service Provider must provide disentanglement services as soon as possible after Notice of Contract Termination or contract expiration. The disentanglement period shall be for one month unless otherwise agreed upon. If disentanglement services cannot be completed during the agreed disentanglement period, Service Provider must notify TJJJ in writing 14 days before the end of the disentanglement period and must include an explanation of the cause for delay and a proposed timeframe for completion.

(c) Disentanglement services that Service Provider must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Service Provider's proprietary information is embedded within TJJJ data. Service Provider should also provide TJJJ with their

proprietary data in the same format and structure as used in Service Provider's system before Contract Termination. If Service Provider is unwilling to provide data in the same format and structure, then Service Provider must work with TJJJ or a 3rd party of TJJJ's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJJ. After completion of the aforementioned obligations, TJJJ shall continue to allow Service Provider access to its shared servers so Service Provider may uninstall their software, databases, and proprietary data and information. After removal of all proprietary data, Service Provider shall confirm removal with written certification of such.

- (d) Both parties shall have full access to shared servers, including source code and technical documentation, during the disentanglement period. If any disagreement between the parties arises before disentanglement services are completed, both parties shall continue to have full access while seeking resolution.
- (e) Confidentiality requirements, restrictions on use of data, and intellectual property rights described in the contract remain effective until disentanglement services are completed.

73. Taxes

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