

# **Exhibit D**

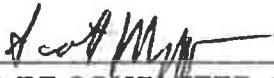
## SOLICITATION, OFFER AND AWARD

1. CONTRACT NO. 696-PF-18-19-C080	2. SOLICITATION NO. 696-PF-16-P027	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED April 13, 2017
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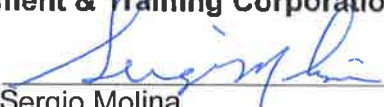
### SOLICITATION

5. Sealed offers will be received by the Department until <b>1:00 P.M. local time on May 2, 2017</b> , and submitted to:  Texas Department of Criminal Justice Contracts and Procurement Department Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 <b>Attention: 696-PF-16-P027</b>	6. FOR INFORMATION CONTACT:  Janice Wooley, CTPM,CTCM Contract Specialist  PHONE: (936) 437-7043 FAX: (325) 223-0310 E-MAIL: Janice.Wooley@tdcj.texas.gov
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### OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT:→	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	____ CALENDAR DAYS %
8. ACKNOWLEDGMENT OF AMENDMENTS: (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:	AMENDMENT NO. A-001 A-002	DATE 4-14-17 4-20-17	AMENDMENT NO. A-003	DATE 4-25-17
9. NAME AND ADDRESS OF OFFEROR:→	Management & Training Corporation 500 N. Marketplace Drive Centerville, Utah 84014		10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)  Scott Marquardt President	
11. TELEPHONE NO. (Include area code) (801) 693-2800	12. SIGNATURE 		13. OFFER DATE May 2, 2017	

### TO BE COMPLETED AT TIME OF AWARD

<b>Document Type: 9</b> <b>Statutory Cite: Texas Government Code, Sections 493.009 and 501.0931</b>  This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award; (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award; and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.  The total amount for the Base Period (September 1, 2017 through August 31, 2019) shall not exceed \$3,210,364.80.	
<b>Management &amp; Training Corporation</b>  By:  Name: Sergio Molina Title: Sr. VP, Business Development & Administration Date: July 18, 2017	<b>Texas Department of Criminal Justice</b>  By:  8/2/17 Name: Bryan Collier Title: Executive Director Date: _____

The following items are mutually agreed to by Management & Training Corporation and the Department, and are hereby incorporated into this Contract, including revisions realized by Amendments A-001, A-002, and A-003.

1. The Solicitation, Offer and Award form has been revised to add the Contract number, add the Contractor name and title in the Contractor signature block and the total funding for the Base Period of this Contract.
2. Section A, Definitions, Contractor, has been revised to include the Contractor's name.
3. Section A, Definitions, Facility, has been revised to include the Facility name.
4. Section A, Definitions, Special Needs Offenders, has been removed.
5. Section B.1.1, Services Being Acquired, has been revised to include updated language, and remove references to all Facilities except the Havins Unit.
6. Section B.1.2, Pricing Instructions, has been revised to include updated language.
7. Section B.2, Pricing Schedule, has been revised to include the Contractor's Per Diem Rate and remove references to all Facilities except the Havins Unit.
8. Section C.1, Background, has been revised to remove references to all Facilities except the Havins Unit.
9. Sections C.4.B.1 and C.4.B.2, Specific Duties and Obligations, has been revised to remove the reference to Section L.
10. Section C.4.C, Specific Duties and Obligations, has been removed and the following paragraphs have been relettered.
11. Sections C.7.M and C.7.N, Staffing, has been removed and the following paragraphs have been relettered.
12. Section C.7.GG, Staffing, has been removed in its entirety.
13. Section C.8.N, Training, has been revised to include updated language.
14. Section C.9.A, Counselor/Offender Caseload, has been revised to remove references to Special Needs Offenders.
15. Section C.9.D, Counselor/Offender Caseload, has been removed in its entirety.
16. Section C.16.D, Treatment Disciplinary Procedures, has been revised to include updated language.
17. Section C.20.A, Prison Rape Elimination Act (PREA), has been revised to include updated language.
18. Section C.21.A, Program Evaluation (Quality Assurance) and Self-Monitoring, has been revised to include updated language.
19. Section H.1.1.H, Required Provisions, has been revised to include updated language.
20. Section H.2.2.A, Historically Underutilized Business (HUB), has been revised to include updated language.

21. Section H.6, Criminal History Information Compliance, has been revised to include updated language.
22. Section I.23, Rights to Data, Documents, and Computer Software (State Ownership), has been revised to include updated language.
23. Section J, List of Exhibits, has been revised to reflect the correct number of pages for Exhibit J.1, Budget Justification Forms and Staffing Plans; Exhibit J.2, HUB Subcontracting Plan; Exhibit J.3, Compliance Standards and Average Daily Salary; and Exhibit J.5, Organizational Chart.
24. Exhibit J.1, Budget Justification Forms and Staffing Plans, has been revised to include Contractor's completed forms.
25. Exhibit J.2, HUB Subcontracting Plan, has been revised to include Contractor's completed forms.
26. Exhibit J.3, Compliance Standards and Average Daily Salary, has been revised to remove the reference to SACP Services.
27. Exhibit J.5, Organizational Chart, has been updated to include Contractor's form.
28. Section K, Representations, Certifications, and Other Statements of Offerors, has been revised to include the Contractor's responses to subsections K.1.2, K.2, K.4, K.8, K.9, K.10, and K.11.
29. Sections L and M of this Contract are hereby deleted.



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**SECTION A – CONTRACT DEFINITIONS**

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below:

**AA/NA** means Alcoholics Anonymous/Narcotics Anonymous.

**Additional Services** means Additional Services required to be furnished by the Contractor pursuant to changes in Department and Texas Board of Criminal Justice (TBCJ) Policies from those in effect as of the date of this Contract, which changes are not required by changes in laws, government regulations, or Court Orders generally applicable to the Department and which changes cause an increase in the cost of operating and managing the program.

**Assessments** means Addiction Severity Index (ASI) and other approved evaluation instruments to determine treatment and mental health needs.

**Authorized Representative** means the Person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

**Average Daily Salary** shall be as set forth in Exhibit J.3, Compliance Standards, Attachment A, Average Daily Salary Schedule.

**Biennium** means any of the two (2) year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

**Board of Pardons and Paroles (BPP)** means a seven (7) member board and fourteen (14) commissioners with constitutional and statutory authority to approve or deny a Parole release, to determine the rules and conditions of release, to revoke a releasee's Parole or mandatory supervision, and to make executive clemency recommendations.

**Certified Criminal Justice Professional (CCJP)** means a professional active in criminal justice and who also works in and around the field of substance abuse.

**Certified Criminal Justice Professional – Applicant (CCJP-A)** means an applicant status credential for those professionals active in criminal justice who are working toward obtaining the CCJP. A CCJP-A may be issued to an individual who has met the educational and practicum requirements for the CCJP, but has not yet passed the exam and may still be working on direct service/work experience hours. A CCJP-A is issued for a period of five (5) years in which time requirements must be met and a written exam must be passed.

**Clinical Groups** means groups that provide Offenders with the opportunity to express intense emotions, gain insight into their behavior and that of other Offenders; relate to other Offenders experience and situations; receive healing affirmations from peers and staff; model appropriate group behavior and exhibit leadership.

**Co-Occurring Disorders (COD)** means co-occurring mental illness and substance abuse disorders.

**Cognitive Intervention** means a process whereby Offenders are taught to identify their habits of thinking that lead to problems and to restructure the core beliefs involved.

**Community Supervision** means the supervised release of a convicted defendant by a court with conditions imposed for a specific period during which the imposition of a sentence is suspended. Previously known as Adult Probation.

**Community Supervision and Corrections Department (CSCD)** means a county agency that oversees Offenders that are placed on Community Supervision by the Court.

**Community Supervision Officer (CSO)** means an officer that oversees Offenders that are placed on Community Supervision by the Court.

**Compliance Standards** means Contract requirements that have specific and clearly defined recoupment strategies to ensure that the Department does not pay for Services that are not received.

**Continuum of Care Service Plan** means the Offender Plan and procedure to be implemented for the continued recovery of such Offender following his or her release from the program, which shall be developed by the Contractor in conjunction with the Transition Team during the transition evaluation.

**Contract Monitor** means the Department employee responsible for the technical details within the scope of this Contract, and shall have the meaning as set forth in Section G.2.3.

**Contract Specialist** means the Department employee responsible for non-technical administration of this Contract, and shall have the meaning as set forth in Section G.2.2.

**Contract Term** means the duration of this Contract as specified in Section F.1.

**Contractor** means Management & Training Corporation.

**Counselor** means a qualified and credentialed Person who renders chemical dependency counseling or chemical dependency counseling-related Services to an individual, group, organization, corporation, institution or the general public for compensation.

**Court Orders** means any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, conditions of Community Supervision, or plans entered into in connection with litigation that are applicable to the operation and management of the program and relate to the custodial care of Offenders. For purposes of this Contract, this term includes such orders, judgments, stipulations, plans or agreements applicable to the Department.

**Days** means calendar Days, unless otherwise specified.

**Department** means the Texas Department of Criminal Justice (TDCJ), an agency of the State of Texas.

**Department Policy/Policies** means all written policies, procedures, standards, guidelines, directives, and manuals of the Texas Board of Criminal Justice (TBCJ) and the Department applicable to providing the Services specified under this Contract.

**Discharge Summary** means the document developed for each Offender within thirty (30) Days prior to their scheduled discharge that includes the following: dates of admission and discharge; needs and problems identified at the time of admission, during treatment and at discharge; Services provided; Assessment of the Offender's progress towards goals; reason for discharge; and referrals and recommendations, including arrangements for recovery maintenance.

**DSHS** means the Texas Department of State Health Services.

**DSM Manual** means *Diagnostic and Statistical Manual of Mental Disorders* as presently constituted or hereafter amended, published by the American Psychiatric Association.

**Educational Groups** means groups that encourage personal growth and provide work-related skills training.

**Event of Default** means any of the events or circumstances described in Section I.3.

**Ex-Offender** means a Person who has received a conviction for a misdemeanor or felony offense or an equivalent offense who is not currently incarcerated.

**Facility** means the Havins Unit where Services under this Contract are to be performed.

**Filled Date** means the first date on the job following the completion of all required Pre-Service; receipt of appropriate certification/license and a satisfactory criminal background clearance or Department approval letter.

**Fiscal Year** means any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

**HPRU** means Huntsville Placement and Release Unit.

**Individualized Treatment Plan (ITP)** means a plan devised by the Contractor for each Offender that is based on the Intake Evaluation, screening and Assessment, identifying the goals and objectives to be accomplished by the Offender while in treatment.

**Intake Evaluation** means Comprehensive Assessment performed by the Contractor for each Offender upon his or her entry into the program to determine the level of Services to be provided.

**LCDC** means Licensed Chemical Dependency Counselor.

**LCDC-CI** means Licensed Chemical Dependency Counselor – Counselor Intern, a Person pursuing a course of study in chemical dependency counseling and who is authorized to provide chemical dependency counseling, under supervision of a Licensed Chemical Dependency Counselor (LCDC) or a Qualified Professional, at a clinical training institution.

**Material Failure** means the failure of a party to fulfill one or more obligations essential to achieving the purpose of this Contract.

**Monthly Contractor Payment** means the mathematical product of the Contractor Per Diem Rate times the number of Offenders for Services rendered at the Facility during the billing month.

**Monthly Invoice** means the Contractor's invoice based on the Contractor Per Diem Rate and yielding the Monthly Contractor Payment to be made by the Department.

**NCIC** means the National Crime Information Center operated under the authority of the Federal Bureau of Investigation.

**Non-Appropriation** means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

**Offender** means a Person assigned by the Department to reside at the Facility and to receive Services pursuant to this Contract.

**Offender Treatment Record** means records maintained by the treatment program staff on Offenders participating in the Substance Abuse Treatment Programs, to include screening, Assessments, Individualized Treatment Plans (ITP), treatment progress notes, interventions, reentry plans and any documentation that refers to the Offender's treatment.

**Operational Plan** means those plans, policies and procedures which are consistent with Department standards and developed by the Contractor to meet the requirements of this Contract.

**Parole** means the discretionary and conditional release of an eligible Offender sentenced to the TDCJ-Correctional Institutions Division (TDCJ-CID) so that the Offender may serve the remainder of the Offender's sentence under the supervision of the TDCJ-Parole Division (TDCJ-PD).

**Parole Modification** means an official revision to the conditions of an Offender's Parole.

**Payment(s)** means the amount(s) agreed to be paid by the Department to the Contractor for Services under this Contract.

**PCN** means the Position Control Number.

**PCN Listing** means the Position Control Number (PCN) Listing that corresponds to the position titles and numbers of positions identified on the Contractor's approved Staffing Plan in Exhibit J.1.

**PD** means the Texas Department of Criminal Justice (TDCJ) Personnel Directives.

**Per Diem Rate** shall have the meaning as set forth in Section B.2.

**Person** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

**Phase/Stage** means the concrete program Stages distinguished by the attainment of specific goals with the therapeutic approach.

**Position Vacancy** means a position in which there is no qualified, trained incumbent. A vacant position occurs when an employee resigns, has been terminated, is reassigned to another position and/or Facility; or is off the payroll after exhausting all accrued leave, with the exception of Family Medical Leave (FML) and Workers' Compensation and no other qualified, trained Person or employee is placed in that position. Similarly, positions are considered vacant if the individual in that position does not meet the criteria for employment as outlined in Department Personnel Directives (PD) PD-17, PD-26, PD-27, PD-73, and PD-75. A position becomes vacant when the incumbent is removed from the payroll either temporarily or permanently, regardless of leave status, with the exception of FML and Workers' Compensation. Positions requiring certification, licensure, or registration are considered vacant if the Person in that position does not possess the appropriate certification, licensure or registration.

**Position Vacancy Report (PVR)** means a report providing detailed information as to when a position becomes vacant, filled or out on temporary leave.

**PREA** means Prison Rape Elimination Act of 2003.

**PRN** means an "as needed" position identified on the Staffing Plan.

**Program Budget** means the budget that reflects all resources necessary to perform contracted activities.



**Program Capacity** means the maximum number of Offenders authorized by the Department to be placed in the program.

**Program Director** means the Person designated by the Contractor responsible for delivering Services to the Offenders.

**Qualified Credentialed Counselor (QCC)** means a Licensed Chemical Dependency Counselor (LCDC) or professional as defined in the Texas Department of State Health Services (DSHS) Licensure Rules.

**Qualified Professional** means a Person who is a Licensed Chemical Dependency Counselor (LCDC), Counselor Intern (CI), Certified Criminal Justice Professional (CCJP), Certified Criminal Justice Professional-ApPLICANT (CCJP-A), Advanced Clinical Practitioner (ACP), Licensed Master Social Worker (LMSW), Licensed Professional Counselor (LPC), Licensed Marriage and Family Therapist (LMFT), licensed physician, licensed psychologist, and school counselor certified by the Texas Education Agency.

**Recovery Oriented Support Groups** means special groups of people who meet together to give and receive emotional and practical support, and to exchange information related to recovery from substance abuse or addiction. The Department recognized organizations include, but are not limited to, Winner's Circle, Secular Organizations for Sobriety (SOS), Twelve-Step groups and faith-based groups. Offender participation and attendance is mandatory.

**Reentry Services** means Services that are designed to prepare Offenders for a successful return to the community prior to release.

**Relapse Prevention Plan** means a written plan that is usually completed by the Offender prior to his/her discharge. A Relapse Prevention Plan will contain the Offender's personal relapse warning signs, triggers and high risk situations; with identified interventions to prevent his/her relapse, and shall be developed within forty-five (45) Days prior to the completion of the reentry Stage of the program.

**Relapse Track** means a four (4) to six (6) month program designed for substance abuse Offenders who have failed to abstain from alcohol and drug use.

**SAMPIMS** means the software program known as the Substance Abuse Master Plan Information Management System that is available on the Department's mainframe.

**SATOM** means Substance Abuse Treatment Operations Manual.

**Service Commencement Date** means the date on which the Contractor shall begin providing Services at the Facility pursuant to this Contract. For the purpose of this Contract, that date is September 1, 2017.

**Services** means delivery by the Contractor of requirements in accordance with the terms and conditions of this Contract.

**TBCJ** means the Texas Board of Criminal Justice.

**TCIC** means the Texas Crime Information Center operated under the authority of the Texas Department of Public Safety (DPS).

**TDCJ** means the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-CID** means the Texas Department of Criminal Justice-Correctional Institutions Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-CJAD** means the Texas Department of Criminal Justice-Community Justice Assistance Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-PD** means the Texas Department of Criminal Justice-Parole Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-PFCMOD** means the Texas Department of Criminal Justice-Private Facility Contract Monitoring/Oversight Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-RPD** means Texas Department of Criminal Justice-Rehabilitation Programs Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**Transition Team** means Offender and Treatment Team (including the Facility Transitional Coordinator) acting together with either the Community Supervision Officer (CSO) or the Parole Officer, as applicable, with respect to any particular Offender.

**Transitional Coordinator** means a Person designated by the Contractor to act together with the Community Supervision Officer (CSO) or the Parole Officer on Treatment Teams and to organize and coordinate Offender release and placement.

**Transitional Treatment Center (TTC)** means a Facility which provides residential Services to Offenders on Community Supervision, Parole, or mandatory supervision pursuant to Texas Government Code, Sections 493.009 and 508.119 and the Texas Code of Criminal Procedure, Article 42.12, Section 14.

**Treatment Team** means a team that primarily consists of the Offender, Qualified Professional(s), Counselor Intern(s), Department staff, and Offender's significant other, as well as other Persons with a vested interest in the Offender's recovery.

**Upper Level Management** means those top three individuals who are responsible for the administration of the Services provided under this Contract.

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SERVICES AND PRICES/COSTS****B.1.1 Services Being Acquired**

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, equipment, materials, supplies, and Services and otherwise do all things necessary for, or incidental to, the operation and management of a Substance Abuse Felony Punishment Facility (SAFPF)/In-Prison Therapeutic Community (IPTC) Substance Abuse Treatment Program at the following Facility:

<b>Facility</b>	<b>Location</b>	<b>Capacity</b>	<b>Offender Type</b>
Havins	Brownwood, Texas	576	Male

The Contract Term will consist of a Base Period of two (2) years (September 1, 2017 through August 31, 2019) and three (3) additional two (2) year renewal Option Periods.

**B.1.2 Pricing Instructions**

- A. This is a fixed price Contract for these Services.
- B. The Pricing Schedule (Section B.2) incorporates the rates established in the Budget Justification Forms and Staffing Plans (Exhibit J.1).
- C. A detailed budget is included that indicates specific costs involved to perform each function included in Section C. Operating costs are detailed annually using the Budget Justification Forms in Exhibit J.1.

**B.2 PRICING SCHEDULE****Contract Line Item Numbers (CLIN) 001-008 Havins (576 Male) (SAFPF/IPTC)**

001	Base Period, Year One (09/01/17 – 08/31/18)	<u>\$7.58</u> Daily Per Diem Rate
002	Base Period, Year Two (09/01/18 – 08/31/19)	<u>\$7.69</u> Daily Per Diem Rate
003	Option Period One, Year One (09/01/19 – 08/31/20)	<u>\$7.93</u> Daily Per Diem Rate
004	Option Period One, Year Two (09/01/20 – 08/31/21)	<u>\$8.06</u> Daily Per Diem Rate
005	Option Period Two, Year One (09/01/21 – 08/31/22)	<u>\$8.18</u> Daily Per Diem Rate
006	Option Period Two, Year Two (09/01/22 – 08/31/23)	<u>\$8.29</u> Daily Per Diem Rate
007	Option Period Three, Year One (09/01/23 – 08/31/24)	<u>\$8.40</u> Daily Per Diem Rate
008	Option Period Three, Year Two (09/01/24 – 08/31/25)	<u>\$8.54</u> Daily Per Diem Rate

**B.3 ALLOWABLE COSTS**

The proposed budget shall include only costs that are reasonable, necessary, and allowable under state statutes, Department Policy, and federal cost standards. The Department shall make the final decision on the allowance or acceptability of a cost.

**B.4 NON-ALLOWABLE COSTS**

The proposed budget shall not include costs that are not allowed by the State or any authorized agency, statute, policy or procedure. Types of non-allowable costs may include, but are not limited to: alcoholic beverages; bad debts; fundraising; political lobbying; and tobacco products.

**SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND**

The Department requires a Contractor for the operation and management of a Substance Abuse Felony Punishment Facility (SAFPF)/In-Prison Therapeutic Community (IPTC) Substance Abuse Treatment Program at the following Facility:

<b>Facility</b>	<b>Location</b>	<b>Capacity</b>	<b>Offender Type</b>
Havins	Brownwood, Texas	576	Male

The Department is authorized under Texas Government Code, Sections 493.009 and 501.0931, to Contract with a private vendor for the operation and management of a SAFPf/IPTC Substance Abuse Treatment Program at the above listed Facility. This is a Substance Abuse Treatment Program utilizing a Therapeutic Community (TC) concept hosted within the Department. The Department is responsible for the operation of the Facility. Eligible Offenders are provided a primary course of TC treatment for an average period of six (6) to nine (9) months with referral upon completion into a Continuum of Care Program for an additional period of approximately fifteen (15) months. SAFPf/IPTC participants are defined in the Texas Code of Criminal Procedure, Section 14, Article 42A.303, and Texas Government Code, Sections 493.009 and 501.0931.

**C.2 COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES, AND LAWS**

The Contractor shall provide the Services at the Facility in compliance with applicable federal and state laws, including all constitutional, legal, and Court Ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan. The Contractor shall comply with Department Policy and unless otherwise required by this Contract, shall be free to establish procedures such that the Services attain the goals established by such Department Policy.

When differences between applicable standards exist, the higher standard, as defined by the Department, will prevail. The specified requirements and standards will serve as the benchmark for monitoring the Contractor's performance under this Contract.

The Contractor's written requests for deviations from said policy statements shall originate from the Authorized Representative of the Contractor and shall be forwarded to the Texas Department of Criminal Justice-Private Facility Contract Monitoring/Oversight Division (TDCJ-PFCMOD) Director. The Contractor's written requests for deviations shall specify the deviation, with justification, and reference the policy number/procedure, section, paragraph, etc.

**C.3 GENERAL DUTIES AND OBLIGATIONS**

The Contractor shall be responsible for all aspects of therapeutic programming, including the provision of Qualified Professionals. These individuals are subject to approval by the Department.

The Contractor shall provide a treatment-related TC appropriate to assist Offenders to lead lives that are free from drugs and crime when released from the institutional setting. TCs are

composed of peer groups and Counselor staff that constitute the community, or family, in a residential Facility. This peer-to-community structure strengthens the individual's identification with a perceived, ordered network of others. More importantly, it arranges relationships of mutual responsibility to others at various levels in the program. The operation of the community itself is the task of the Offenders working together under staff supervision. Work assignments, called job functions, are arranged in a hierarchy according to seniority, individual progress and productivity. The new Offender enters a setting of upward mobility. Job assignments begin with the most menial tasks (i.e., floor mopping) and lead vertically to levels of coordination and management. This social organization reflects the fundamental aspects of the rehabilitative approach: mutual self-help, works as education and therapy, peers as role models, and staff as rational authorities.

#### C.4 SPECIFIC DUTIES AND OBLIGATIONS

- A. The Contractor shall provide a six (6) to nine (9) month Substance Abuse Treatment Program based on a TC concept. The Contractor shall maintain an alcohol and drug treatment program that complies with Texas Department of State Health Services (DSHS) Clinical Training Institute (CTI) registration and professional staff licensure requirements for the duration of this Contract.
- B. The Contractor shall utilize the curriculum listed below to assist Offenders to lead lives that are free from drugs and crime when released from the institutional setting.
  - 1. Orientation.
  - 2. Core Programming.
    - Cognitive Intervention – A Program for Offenders Substance Abuse Treatment.
    - a. "Alcohol, Drugs and the Brain" with Dr. Carlton Erickson.
    - b. "Set Up for Relapse" with Michael Johnson.
    - c. "Commitment to Change Series Volume I Overcoming Errors in Thinking" with Dr. Stanton Samenow:
      - i. "Commitment to Change Part I";
      - ii. "Commitment to Change Part II"; and
      - iii. "Commitment to Change Part III".
    - d. *Clean and Sober* (1988) starring Michael Keaton.
  - 3. "Good Intentions, Bad Choices Series" with Dr. Stanton Samenow.
  - 4. Supplemental Curriculum:
    - a. "Anger Management for Substance Abuse and Mental Health Clients" by the Substance Abuse and Mental Health Services Administration (SAMHSA).
    - b. "Living in Balance Series" by Hazelden Publishing:

- i. Core Program Sessions 1-12;
  - ii. Recovery Management Sessions 13-37; and
  - iii. Co-Occurring Sessions 38-47.
- C. The program shall provide Offenders with job readiness skills, and resources that will assist them upon reentry.
- D. Incorporate peer recovery mentor opportunities and Services.
- E. Incorporate Recovery Oriented Support Group opportunities for Offenders.
- F. Therapeutic Communities are composed of peer groups and Counselor staff that constitute the community, or family, in a Facility. This peer-to-community structure strengthens the individual's identification with a perceived, ordered network of others. More importantly, it arranges relationships of mutual responsibility to others at various levels in the program.
- G. The program provided shall contain highly structured work and treatment schedules, clearly delineated authority structure and well-defined goals and guidelines.
- H. The Contractor shall establish a grading system of rewards and sanctions for Offenders participating in the program.
- I. The Contractor shall be responsible for furnishing all required furniture and supplies as needed for Offenders to successfully complete the program.

#### **C.4.1 Therapeutic Community Model**

- A. The Contractor shall establish a TC within the confines of the Facility. This requires the development of a close working relationship among treatment staff and correctional staff. A TC is a twenty-four (24) hour living environment that is peer driven in which Offenders with similar problems learn to work and live together, thereby learning the skills they need to work and live outside the institution. The Offenders work under the authority of staff to create guidelines for living and solve problems within the community (i.e., use of the community as the healer).
- B. Offenders shall be treated as responsible members of the community. Recovery Oriented Support Groups operate twenty-four (24) hours a day, creating a powerful learning environment. Activities shall include education, family Services, parenting skills training (with sessions involving Offender's children), TC meetings, therapy (i.e., individual, process and encounter group sessions).
- C. Successful transition to the community is enhanced by vocational planning; development of a support system involving family, friends and self-help groups such as Alcoholics Anonymous (AA), Narcotics Anonymous (NA), and Winner's Circle; and connection with an aftercare drug treatment program. Offenders move through multiple program Stages, beginning with Assessment and orientation, main treatment, and ending in relapse and reintegration upon release from the SAFPF/IPTC.
- D. Program components shall include, but are not limited to:

1. Stress Management – learning self-management and self-care skills;
2. Community Meeting – learning basic problem-solving skills, making commitments to change behaviors, and practicing leadership roles;
3. Clinical Groups – provide Offenders with the opportunity to express intense emotions, gain insight into their behavior and that of other Offenders, relate to other Offenders' experiences and situations, receive affirmation from peers and staff, model appropriate group behavior and exhibit leadership;
4. Educational Groups – to encourage personal growth, provide work-related skills training and teach the group process;
5. Lectures – attending educational presentations on alcohol and drug addiction and recovery, health issues, interpersonal skills, and living skills;
6. Life Skills Workshops – participating in sessions designed to teach and practice complex life skills such as assertiveness, anger management, goal setting, managing criminality, and changing thinking errors;
7. Leisure Development – learning to enjoy leisure time without alcohol and drugs;
8. Family Program – enhancing relationships with family and significant others through family counseling and parenting skills training;
9. Employment Preparation – screening for vocational interest and personal objectives, writing resumes, preparing for job interviews, and planning for short and long-range career goals, assisting in completing identification and Social Security paperwork;
10. Release Planning – developing a Discharge Summary, Aftercare Plan, Relapse Prevention Plan, short and long-range goals, and money management skills;
11. Relapse Prevention – encompasses several cognitive-behavioral strategies that facilitate abstinence as well as provide help for people who experience relapse;
12. A matrix of clinical and cognitive programming to address addiction, psychological and criminal characteristics which focus on the Offender's respective substance abuse, i.e., methamphetamines, heroine, crack/cocaine, alcohol, etc., to help identify specific recovery strategies;
13. The program's quality assurance process shall identify strengths and weaknesses regarding documentation, course of treatment, and outcomes;
14. In addition to alcohol and drug treatment, the Services provided shall accommodate a range of mental health issues that address individual and family needs. The program shall include mental health professionals to meet this objective;
15. Addressing critical populations, i.e., criminal justice population, women and alternative lifestyles;
16. Transitional planning and the coordination of transitional Services for Offenders prior to release from custody shall be included; and



17. The Contractor shall require regular Treatment Team Meetings as described in the Substance Abuse Treatment Operations Manual (SATOM). The program's quality assurance process shall identify strengths and weaknesses regarding documentation, course of treatment, and outcomes.
- E. The Contractor shall provide program Services for Offenders with Co-Occurring Disorders (COD) that ensure interventions are matched to diagnosis, Stage of recovery, Stage of change, level of functioning, level of care, and presence of external supports and/or contingencies. Integrated interventions can include a wide range of techniques, but is not limited to:
  1. Integrated screening and Assessment;
  2. Dual recovery mutual self-help meetings;
  3. Dual recovery groups (in which recovery skills for both disorders are discussed); and
  4. Motivational enhancement interventions (individual or group) that address issues related to both mental health and substance abuse or dependence problems.
- F. A Relapse Track shall be provided for relapse Offenders ordered back into treatment and shall consist of a four (4) to six (6) month program designed for substance abuse Offenders who have failed to abstain from alcohol and drug use. The Relapse Track shall include, but is not limited to the following:
  1. Specific relapse assessment and treatment planning forms utilized to emphasize the nature of the commitment, level of motivation and ensure that high-risk areas and skill deficits are addressed.
  2. The Offender should be utilized in the TC family to illustrate the power of addiction, the concept of recovery process and the need for maintenance and support.

#### **C.4.2 Treatment Frequency Guidelines**

- A. The Contractor shall provide a comprehensive treatment schedule that demonstrates a minimum of twenty (20) hours of staff-provided treatment per week. Staff must be present and actively participate in each session of required treatment. All practices within the treatment environment shall be evidence-based and cognitive behavioral.
- B. The comprehensive treatment schedule shall include twelve (12) hours of Clinical Group activities per week. Clinical Groups should include, but not be limited to, a combination of the following:
  1. Encounter groups to help raise Offenders' awareness of their self-defeating behaviors and attitudes. Encounters shall be conducted at a minimum of three (3) times per week;
  2. Probe groups to obtain information from Offenders about critical events that have occurred in their lives;
  3. Marathon groups to enhance Offenders' motivation to address critical issues in their lives and begin the process of resolving experiences that have impeded their growth and development; and

4. Static groups to support a small group of people on a specific issue and to monitor their change over time.
- C. The comprehensive treatment schedule shall include eight (8) hours of Educational Group activities per week. Educational Groups shall include, but not be limited to, a combination of the following:
1. Personal growth groups to teach Offenders how to explore concepts in an intellectual or conversational format;
  2. Clinical skills groups to teach new Offenders how to use group process tools via simulated or mock encounter groups;
  3. Life skills groups to teach specific skills that Offenders need to succeed in mainstream society; and
  4. Reentry groups to prepare Offenders to move back into the community.
- D. The Contractor shall provide the following Services in addition to the required twenty (20) hours of Offender treatment:
1. Individual counseling – minimum of one (1) time per month as well as any required sessions for crisis management;
  2. TC meetings held daily;
  3. Treatment planning – minimum of one (1) time per Stage and as needed;
  4. Family education and interactive sessions – minimum of four (4) times per month, with each session being at least one (1) hour in duration and facilitated by a licensed Counselor; and
  5. Recovery Oriented Support Group meetings – minimum of two (2) times per week.

#### **C.4.3 Assessment**

The Contractor shall assess Offenders using the Addiction Severity Index (ASI) and other Assessment instruments as determined/approved by the Department. The Assessment instruments shall be used to identify the most appropriate treatment and mental health Services to meet the Offender's needs. All Assessments shall be completed within five (5) working days from date of entry into the program. Individualized Treatment Plans (ITP) shall be developed reflecting the needs of the Offenders as identified in the Assessment.

#### **C.4.4 Continuum of Care**

- A. Network with appropriate Department personnel to ensure that the Offender's ongoing and unmet needs are addressed during transitional Service delivery.
- B. Establish linkages between program staff, residential and outpatient aftercare Services, Parole and Community Supervision Officers (CSO).
- C. Coordinate with Parole Officers and CSO to develop the Service and transition plan for each Offender released from the treatment Facility as referenced below:

1. Ninety (90) Days prior to the estimated release date, the Treatment Team establishes a Service Plan and determines if the Offender is on target for the prospective release date;
  2. The Contractor shall provide a discharge packet to the appropriate Department releasing authority;
  3. If the Offender is a Community Supervision and Corrections Department (CSCD) defendant, the Department will make the Transitional Treatment Center (TTC) placement based on the recommendation of the Treatment Team; and
  4. If the Offender is Parole placed at a SAFPF, the Department will determine the appropriate TTC.
- D. Ensure that a release of information form is signed by each Offender.
- E. Connect Offenders with Recovery Oriented Support Groups to assist them in their recovery efforts.
- F. Provide residential and/or outpatient aftercare staff with an Offender-signed release of confidential information form and records to include:
1. Medical history and psychological file; Texas Uniform Health Status Update (Form HSN-5); Health Summary for Classification (Form HSM-18); list of current medications;
  2. Discharge Summary (to be completed within thirty (30) Days prior to the Offender's scheduled release date);
  3. Continuum of Care Service Plan (to be completed within thirty (30) Days prior to the Offender's scheduled release date);
  4. Relapse Prevention Plan (to be developed within forty-five (45) Days prior to the Offender's scheduled release date); and
  5. Any other special information.
- G. The Contractor shall administer the Inmate Pre-Release Assessment (IPASS) to each Offender prior to discharge. The IPASS was developed specifically as a measure of post-release risk for prison-based substance abuse graduates. The Contractor is responsible for purchasing and maintaining all needed equipment, systems, software, and forms required for this Assessment.

## **C.5 RECOVERY ORIENTED SUPPORT GROUPS**

- A. The Contractor shall make available to all Offenders Recovery Oriented Support Groups, i.e., Winner's Circle, Secular Organizations for Sobriety (SOS) and Twelve-Step groups, throughout all Stages of treatment. Staff will provide volunteer coordination, recovery literature libraries, time and space for open meetings, study groups and sponsorship sessions. Recovery Oriented Support Groups share basic dynamics such as interpersonal responsibility and can effectively complement each other. Staff will ensure that the traditions and principles of AA/NA are respected. Offender participation and attendance is mandatory.

- B. Offenders shall receive a minimum of ten (10) hours of training in the domains of Advocacy, Mentoring/Education, and Recovery Support prior to leading Recovery Oriented Support Groups.

#### **C.6 INTAKE REQUIREMENTS**

In performing the Intake Evaluation, the information the Contractor utilizes shall include, but not be limited to, information received from Offender interviews and available documentation. The program Intake process shall include, but is not limited to:

- A. ITP within ten (10) working days from the date of entry. The ITP shall be completed and updated in accordance with SATOM;
- B. The Treatment Grievance Procedures;
- C. The Treatment Disciplinary Procedures; and
- D. Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS) Education/Training.

#### **C.7 STAFFING**

- A. The Contractor shall maintain supervision caseload levels of one (1) Qualified Credentialed Counselor (QCC) to five (5) or less Licensed Chemical Dependency Counselor-Counselor Interns (LCDC-CI) and/or Certified Criminal Justice Professional-Applicants (CCJP-A).
- B. The Contractor shall not hire any Upper Level Management without prior written approval by the TDCJ-PFCMOD.
- C. Staffing, based on Offender population, shall include specific provisions to maintain required caseloads and levels of Services during periods of vacation, sick leave, and other absences.
- D. Positions requiring certification, licensure or registration are considered vacant if the Person occupying that position does not possess the appropriate certification, license or registration. Similarly, the position is considered vacant if the individual does not meet the criteria for employment outlined in Department Personnel Directives (PD) PD-17, PD-26, PD-27 and PD-75.
- E. The Contractor shall maintain accurate, current, complete, and orderly personnel records on location on each employee.
- F. The Contractor's positions shall be staffed with qualified and trained employees in accordance with the Staffing Plan in Exhibit J.1.
- G. The Contractor shall provide a complete Staffing Plan in the required format provided in Exhibit J.1. The Staffing Plan shall include, at a minimum, the following information:
  - 1. Positions for administration, human resources, Counselors and clerical/support staff;
  - 2. The number of staff by position;

3. Identification of shift;
  4. Total Full Time Equivalents (FTE);
  5. The Department position equivalency;
  6. The training required by position; and
  7. Identification of any position on the Staffing Plan as "PRN" or "as needed" requires the Contractor to enter into a subcontract for the Services to be provided in accordance with Section H.2 of this Contract.
- H. The Contractor shall comply with the Staffing Plan in Exhibit J.1. Staffing Plan changes can only be obtained through an approved Contract modification.
- I. The Contractor shall provide job descriptions for each position identified in the Staffing Plan in Exhibit J.1. The Contractor job descriptions shall include minimum education and experience qualifications, description of job duties, as described in Exhibit J.7 and full-time or part-time designation. Job descriptions must meet the same minimum qualifications as the Department's.
- J. The Contractor shall provide an organizational chart, Exhibit J.5, indicating the lines of supervision for all staff positions identified in the Staffing Plan in Exhibit J.1.
- K. Each applicant shall sign a release stating the employee's employment history may be released not only to the Department, but also to other contractors under contract with the Department.
1. All prospective Contractor employees (including consultants, independent contractors and their employees and agents who work on a routine basis at the Facility) who currently work or previously worked for the Department must authorize the Department to release to the Contractor information concerning all disciplinary actions taken during their employment with the Department as well as their Department re-hire eligibility status. The Department shall determine employment eligibility for any prospective employee requiring Division Director approval prior to being rehired.
  2. Job applicants must authorize the Contractor to release to the Department or a Department contractor information concerning all disciplinary actions taken during their employment with the Contractor as well as their re-hire eligibility status as determined by the Contractor in the event the employee seeks employment with the Department or another contractor.
  3. Both types of releases shall be documented in a Public Information Act Request and filed in the employee's personnel folder. Results must be maintained in the personnel file.
    - a. The Contractor shall maintain all employment records for a period of seven (7) years after expiration or termination of this Contract.
    - b. Upon receipt of a written request from the Department or a Department contractor, the Contractor shall be required to release employment records for a period of seven (7) years after expiration or termination of this Contract.

- L. The Contractor may employ part-time Counselors in accordance with the following:
  - 1. Part-time Counselors shall work no less than twenty (20) hours per week;
  - 2. Part-time Counselor caseloads shall not exceed thirteen (13) cases;
  - 3. The number of part-time LCDC-CI and CCJP-A positions shall be limited to two (2);
  - 4. The number of part-time Licensed Chemical Dependency Counselors (LCDC) and Certified Criminal Justice Professionals (CCJPs) shall be limited to one (1);
  - 5. Part-time Counselor positions shall be identified with a unique number or code which corresponds to the respective vacant position;
  - 6. Part-time LCDC-CI's and CCJP-A's shall only be assigned to vacant LCDC-CI and CCJP-A positions;
  - 7. Part-time Counselors shall meet minimum job requirements for the respective position and shall maintain employment eligibility requirements in accordance with Department Policy and DSHS standards; and
  - 8. Part-time Counselors shall meet In-Service Training requirements as described in Section C.8, Training.
- M. All positions on the approved Staffing Plan shall be filled by a qualified employee having a verifiable employment date within sixty (60) Days of the vacancy occurring. If any position remains vacant for more than sixty (60) Days, the Monthly Contractor Payment shall be reduced by an Average Daily Salary as defined in Exhibit J.3, Attachment A, for each Day the position remains vacant.
- N. A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave conditions. Such other temporary leave conditions shall include employee participation in management and professional conferences or In-Service Training, so long as such other temporary leave does not exceed a period greater than two (2) weeks in duration.
- O. The temporary reassignment of staff to other locations operated by the Contractor shall be subject to the following provisions:
  - 1. Temporary reassignment of staff for any reason other than emergency situations shall have prior written approval from the TDCJ-PFCMOD Director or designee before reassignment. If the temporary reassignment does not benefit the Department, the Average Daily Salary for the reassigned employee will be withheld from the Monthly Contractor Payment.
  - 2. The Contractor shall provide the TDCJ-PFCMOD with a written description as to how the incumbent's duties will be performed during the period of the temporary reassignment.
- P. If it is determined by the Department monitoring staff that a Service has not been provided while the incumbent has been out on leave, to include, but not limited to, Family Medical Leave (FML), Workers' Compensation, Military Leave, or Administrative Leave, the

Average Daily Salary for that position will be deducted for the time period for which the Service was not provided.

1. Such a position is vacant, regardless of whether the Service is being provided, when:
    - a. The incumbent remains on FML or Workers' Compensation in excess of twelve (12) weeks;
    - b. The incumbent, on Military Leave, exhausts all paid leave and is placed in a leave without pay status or separated from employment; and
    - c. The incumbent is on Administrative Leave in excess of fourteen (14) Days.
  2. In the event the employee was terminated from the Contractor's payroll, a pre-employment criminal background check that meets employment eligibility criteria as outlined in PD-75 is required prior to the incumbent returning to work.
- Q. A pre-employment criminal background check shall be completed by the Department for each applicant (including consultants, independent contractors and their employees and agents and volunteer workers who work on a routine basis in the program) within thirty (30) Days prior to being assigned by the Contractor to the program.
- R. The Contractor shall employ or assign only those applicants that meet employment eligibility criteria outlined in PD-75 to perform Department Contract duties. The results of the criminal background checks, to include supplemental documents that confirm the employee's eligibility, must be acceptable to the Department and shall be maintained in the employee's file at the Facility.
- S. Employees, to include those in On-the-Job Training (OJT), shall not be assigned to any Department Contract, or have contact with Offenders, until a current criminal background check that meets PD-75 eligibility criteria is received.
- T. A nominal fee shall be charged to the Contractor for criminal background checks. These fees shall be processed in accordance with the format and frequency as determined by the TDCJ-PFCMOD.
- U. The Contractor shall be responsible for any additional fee charged by the Texas Department of Public Safety (DPS) to the Department for any resubmission requests due to unreadable fingerprints.
- V. In addition to background investigation reports, the Contractor shall maintain in each personnel file a copy of the Department's Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC) Pre-Employment Inquiry Results Letter, the Criminal History Record reflecting the fingerprint analysis, and the results of a pre-employment drug test on each employee in compliance with PD-17 (Drug-Free Workplace) that is acceptable to the Department.
- W. The Contractor is responsible for the conduct and behavior of all Persons employed or assigned to perform Contract duties (including consultants, independent contractors and their employees and agents and volunteer workers) and shall ensure Department Policies regarding management and treatment of Offenders, including PD-29 (Sexual Misconduct with Offenders), are followed. Should a violation occur, the Contractor shall take immediate corrective action acceptable to the Department.

- X. The Contractor shall immediately notify TDCJ-PFCMOD, in writing, of employees who resign while under investigation for inappropriate conduct related to Offender management and for violations of Policies related to the Facility and program security.
  - Y. The Contractor shall immediately notify TDCJ-PFCMOD, in writing, of any employee who has been convicted, arrested, indicted or charged with a criminal offense. Such employee shall not be permitted to return to duty until authorized in writing by the TDCJ-PFCMOD. A copy of such written authorization shall be maintained in the employee's personnel file.
  - Z. The Contractor shall comply with PD-26 (Nepotism) regarding the employment of relatives.
  - AA. The Contractor shall provide an Affirmative Action Plan outlining Equal Employment Opportunity (EEO) compliance and strategies used to meet goals outlined in the Affirmative Action Plan.
  - BB. The Contractor shall submit the following reports accurately, with the required supporting documentation, by the fifth (5<sup>th</sup>) working day of the month to the TDCJ-PFCMOD Director or designee.
    - 1. Position Vacancy Report (PVR);
    - 2. Position Control Number (PCN);and
    - 3. Monthly Strength Report.
- NOTE:** The above reports must be submitted in signed format as well as electronically in Microsoft® Excel format.
- CC. The Contractor shall have prior written approval from the TDCJ-PFCMOD for all Upper Level Management absences in excess of seventy-two (72) hours to include the designee in charge for the duration of the absence.
  - DD. The Contractor shall implement an employee random drug testing program that meets the minimum requirements of PD-17. The drug testing program policy and procedures shall be approved by the Department prior to implementation.

## **C.8 TRAINING**

- A. The Contractor shall comply with DSHS licensure for training requirements.
- B. The Contractor shall provide, at its own expense, training to program staff meeting the minimum requirements of their licensing/certification agency or association.
- C. The Contractor shall provide training within the first ninety (90) Days of employment, and each year thereafter, to all program staff in accordance with SATOM. The training shall consist of, but not be limited to, the following:
  - 1. Equal Employment Opportunity (EEO), to include use of the Department video;
  - 2. Group Therapy and Peer Groups;
  - 3. Relapse Prevention;



4. Crisis Intervention, Cognitive Intervention, Motivational Interviewing Techniques and Evidence-Based Practices;
  5. Human Immunodeficiency Virus (HIV), Hepatitis, Sexually Transmitted Diseases (STDs), and Tuberculosis (TB) Training;
  6. Ethics Training;
  7. Client Abuse or Neglect Training; and
  8. Continuing Education.
- D. The Contractor shall provide all employees with a new employee orientation program after being hired and prior to regular assignment.
- E. Staff shall be required to complete Correctional Awareness Training prior to contact with Offenders and sixteen (16) hours of Staff Survivor Training to be completed annually thereafter.
- F. Within ninety (90) Days of program staff date of hire and each year thereafter, the Contractor shall provide training on multiple needs of Offenders, to include the oversight and monitoring of Offenders who have a history of suicide/self-mutilation, mental/cognitive impairment and intellectually impaired.
- G. The Contractor's program staff shall receive a minimum of sixteen (16) hours of training in the TC Model of Care within thirty (30) Days of working in the TC program. In addition, each program staff member shall receive eight (8) hours of TC related training annually.
- H. TC training shall consist of, but not be limited to, the following:
1. TC Overview:
    - a. TC Perspective;
    - b. Community as Methods Concepts;
    - c. Generic Components of a TC;
    - d. TC Principles;
    - e. TC Model;
    - f. Recovery Oriented Support Groups;
    - g. TC Structure/Roles/Responsibilities; and
    - h. Confrontation/Encounter.
  2. TC and Cognitive Intervention Components/Skills translated into Reentry and Reintegration:
    - a. Confrontation into Assertiveness;

- b. TC Structure into the Individual's Role within the Social Community Function/Structure; and
  - c. TC Lines of Communication Skills with family, at work, and social settings.
- I. The Contractor shall ensure staff is trained in a TC Model course, approved by the Department, at the expense of the Contractor. The Contractor may opt to utilize the modified Texas TC Model and Cognitive Intervention training offered by the Department as identified by the Department's website. The Contractor is responsible for travel expenses of Contractor employees associated with the training.
  - J. OJT shall be required of program staff. This may include substance abuse, security, health, or computer-oriented training in order to perform duties, as stated in the job description, orientation to working in a correctional environment, and identifying and redirecting tactics criminals use to avoid change.
  - K. All program staff shall be trained in Cardiopulmonary Resuscitation (CPR) and First-Aid within ninety (90) Days of hire. A minimum of one (1) Supervisor per shift must be certified in CPR and First-Aid and shall be indicated on the J.1. Such certification shall remain current while employed at the Facility.
  - L. All training hours an employee receives shall be documented in the employee's personnel file and/or personnel training records, to include course topic, number of hours, and date completed. Training documentation shall include an authorized signature validating such training. The Contractor shall maintain accurate, complete, current, and orderly training records on location on each employee.
  - M. Annual training schedules listing all training for the upcoming year, and subsequent years, must be provided for approval and shall be submitted to the TDCJ-PFCMOD in writing and shall include the following:
    - 1. Proposed date(s) of training;
    - 2. Duration of training;
    - 3. Topic(s) of training;
    - 4. A brief synopsis of each topic; and
    - 5. Staff positions to be trained.

The TDCJ-PFCMOD shall approve, in writing, the Contractor's annual training schedule and any changes made to the approved annual training schedule. Requests to modify the schedule shall be submitted in writing to the TDCJ-PFCMOD at least ten (10) Days prior to the affected training and must cite the reason(s) for the modification. In situations that require training to be cancelled due to unexpected events, a notification shall be made to the TDCJ-PFCMOD, as soon as the new training date has been determined. These notifications must include the reason(s) for the modification.

- N. In the event staff delivered treatment programming is cancelled due to staff training, the Contractor shall submit an alternate treatment schedule for Offenders during such time and any such alternate treatment must be approved by the TDCJ-PFCMOD.

**C.9 COUNSELOR/OFFENDER CASELOAD**

- A. The Contractor shall maintain a Counselor-to-Offender caseload of less than or equal to twenty-five (25) Offenders per Counselor.
- B. Upper Level Management, Program Director, Assistant Program Director, Transitional Coordinator, Assistant Transitional Coordinator and Clinical Supervisors shall not carry a caseload on a regular basis and will not be calculated in the number of Counselors required. However, a caseload can be temporarily assigned with written approval of the TDCJ-PFCMOD for emergency situations or when a Counselor is out on sick leave, vacation and other absences.
- C. The Contractor shall not exceed the Counselor-to-Offender caseload requirements.

**C.10 RECORD KEEPING**

The Contractor shall establish and maintain written policies and procedures. The Contractor's policies and procedures shall be consistent with Department Policies and DSHS standards. The written policies and procedures shall address the method and process used in recording and disseminating the following:

- A. Intake and Assessment;
- B. Program participation;
- C. Accounting;
- D. Record keeping control and identification; and
- E. Other statistical records as may be required by law and as may be generally required in similar programs.

**C.11 OFFENDER RECORDS**

- A. The Contractor shall be responsible for maintaining accurate, complete, current and orderly case records, reports and statistics necessary for the evaluation of the program.
- B. These records shall not be disclosed to any Person other than authorized Contractor and Department employees who have a need to access such information.
- C. All Offender records shall be maintained in accordance with the following:
  - 1. All Offender records shall be locked in a file cabinet located in a locked room accessible only to the Contractor and Department representatives.
  - 2. All Offender records shall be maintained current and include the following information, as applicable, to the respective treatment program:
    - a. Identification data;
    - b. Parole Plans;

- c. Case History (if available);
  - d. Comprehensive Treatment Plan;
  - e. Continuum of Care Service Plan;
  - f. Aftercare Plan;
  - g. Appropriate mental and physical information (Form HSM-18);
  - h. Screening/intake forms and assessment/diagnostic needs;
  - i. Correspondence regarding the case;
  - j. Signed release of information form to specific agencies, when applicable;
  - k. A copy of the Comprehensive Assessment Plan;
  - l. Individualized Treatment Plan;
  - m. Relapse Prevention Plan;
  - n. Programmatic intake, adjustment and activity reports;
  - o. Offender's daily adjustment and/or progress notes, documented weekly at a minimum;
  - p. Documentation of completion for HIV/AIDS education;
  - q. Discharge Summary; and
  - r. All documentation required by SATOM and/or the Department Operations Manual(s).
- D. Individualized case files for each Offender shall be retained for a period of seven (7) years after the Offender has been discharged. At the conclusion of the seven (7) year period, the files shall be destroyed in accordance with Department Policy.
- E. Files that have not reached retention periods upon expiration of the Contract shall remain the property of the Department.
- F. The Contractor shall maintain the confidentiality of Offender records and information including, but not limited to, compliance with federal regulations concerning alcohol and drug abuse treatment set forth in the Code of Federal Regulations, Title 42, Volume 2 and Texas Government Code, Section 508.313. No personal information of any Offender may be divulged or made known in any manner to any Person except as may be necessary to provide the Services. The Contractor shall immediately notify the Department, in writing, if any legal process requires disclosure of an Offender's records and shall obtain written authorization from the Department before disclosure or release of same.

**C.12 INFORMATION TECHNOLOGY SERVICES**

The Contractor shall provide, at its own expense, equipment and software that may be required to interface with current and future technology architecture requirements as directed by the Department.

- A. All computers for non-Department staff shall be purchased at the Contractor's expense.
- B. The Contractor will be responsible for any required software needed to access the Department mainframe.
- C. The Contractor must have current anti-virus software and Microsoft® patches installed before connecting to the Department network.
- D. The Contractor shall purchase, install maintain/repair and replace all cabling necessary for computers.
- E. All printers and scanners shall be purchased at the Contractor's expense and a support contract must be maintained in the event of failure and/or replacement.
- F. The Contractor shall report to the TDCJ-PFCMOD Contract Monitor, any changes in the employment status or job duties of staff having access to mainframe applications.

**C.13 OFFENDER MONITORING**

The Contractor shall establish written policies and procedures, including format and frequency, for monitoring Offender's progress in Offender rehabilitation treatment. These policies and procedures shall include methods for reporting progress to Department staff, including any release of information forms, progress reports, telephone calls, etc.

**C.14 EMPLOYEE IDENTIFICATION CARDS**

The Contractor is responsible for expenses of employee identification cards and shall submit a prototype employee identification card for Department approval. The Contractor employee identification card shall incorporate security features that cannot readily be replicated in the program or commercially.

**C.15 TREATMENT GRIEVANCE PROCEDURES**

- A. The Contractor shall have written Offender treatment grievance policies and procedures, which are consistent with the Department's grievance policy and will provide a copy of these procedures to all Offenders at intake.
- B. The Contractor shall maintain a master file of all treatment grievances and pursuant actions taken.
- C. Treatment grievance records shall be retained on location in accordance with the Department's records retention schedule.
- D. The Contractor shall submit a monthly report listing all treatment grievances filed and pursuant action(s) taken to the TDCJ-PFCMOD.

**C.16 TREATMENT DISCIPLINARY PROCEDURES**

- A. The Contractor shall have written Offender treatment disciplinary policies and procedures, which are consistent with the Department's SATOM and will provide a copy of these procedures to Offenders at intake.
- B. The Contractor shall maintain a master file of all treatment disciplinary cases issued and the pursuant actions taken.
- C. Treatment disciplinary records shall be retained on location in accordance with the Department's records retention schedule.
- D. The Contractor shall submit a monthly report listing all treatment disciplinary cases written and pursuant action to the TDCJ-PFCMOD.
- E. The Contractor shall provide the Department's assigned Facility supervising officer a written report and recommended sanctions, within ten (10) Days of the notification, in the event an Offender commits a treatment violation.
- F. The Contractor shall maintain a master file of treatment violations on a Behavioral Intervention Log.

**C.17 DSHS REGISTRATION AND COUNSELING STAFF LICENSURE**

The Contractor shall maintain current DSHS Clinical Training Institute (CTI) registration and Counselor licensure for the duration of the Contract Term. In the event Department rules conflict with DSHS rules, DSHS rules will prevail. The Contractor shall provide the Department with updated DSHS license(s) immediately upon receipt.

**C.18 TEXAS HEALTH AND SAFETY CODE, SECTIONS 85.112-114 (HIV/AIDS POLICIES AND EDUCATION)**

The Contractor shall provide HIV-related Services in accordance with Texas Health and Safety Code, Sections 85.112, 85.113 and 85.114.

- A. The Contractor shall develop workplace guidelines that address HIV policies, confidentiality, and employee/Offender education programs. The guidelines shall, at a minimum, incorporate the model workplace guidelines developed by DSHS, or mirror the guidelines adopted by the Department. The Contractor shall maintain the written policies and guidelines at the Facility site.
- B. The Contractor shall develop confidentiality guidelines regarding AIDS and HIV medical information for employees and Offenders. The policies shall be consistent with guidelines published by DSHS and with state and federal laws and regulations.
- C. Educational programs regarding HIV/AIDS shall be provided to all employees and Offenders on a routine basis. These programs shall be based on the model education program created by the DSHS. The education program developed by the Contractor shall be tailored to meet the needs of all employees and Offenders, including the use of Braille or telecommunication devices for the deaf. The HIV education and prevention programs shall also be tailored to address the needs of Persons with physical or mental disabilities.

- D. As part of the proposal submission, and upon award of the Contract, the Contractor shall provide the TDCJ-PFCMOD with copies of the above stated policies/programs in the Contractor's Operational Plan.
- E. The Contractor shall maintain written documentation in each Offender and employee file of HIV/AIDS education/training completion.

**C.19 RISK MANAGEMENT**

- A. The Contractor shall report, verbally, followed by e-mail notification, any serious and/or unusual incidents to the Department immediately and upon learning of the event.
- B. The Contractor shall complete injury and other types of reports in the format specified and within time frames established by the Department.

**C.20 PRISON RAPE ELIMINATION ACT (PREA)**

- A. The Contractor shall comply with the Prison Rape Elimination Act (PREA) Standards for Adult Prisons and Jails and report any Offender sexual abuse to TDCJ-PFCMOD and in accordance with Department Policy.
- B. The Department designated Contract Monitor will monitor to ensure the Contractor is compliant with the PREA Standards for Adult Prisons and Jails.

**C.21 PROGRAM EVALUATION (QUALITY ASSURANCE) AND SELF-MONITORING**

- A. The Contractor shall continually conduct self-monitoring and quarterly corporate self-monitoring, utilizing comprehensive self-monitoring plans approved by the TDCJ-Rehabilitation Programs Division (RPD).
  - 1. The Contractor shall designate an employee as the staff member responsible for continuous self-monitoring of the program. The reporting procedures, which also include frequency and subject matter, shall be included in the Operational Plan.
  - 2. Any self-monitoring reports that are produced shall be provided to the designated Department staff in accordance with the self-monitoring plan approved by the TDCJ-RPD.
- B. The Contractor shall forward to the TDCJ-RPD copies of Monthly Operational Reports no later than the fifteenth (15<sup>th</sup>) of the month following the end of the preceding month. This internal administrative audit conducted by the Contractor shall exist apart from any audit conducted by the Department or another agency. These operational reports are as follows and shall be submitted in the format requested by the Department:
  - 1. Offender List by Counselor (Caseload List);
  - 2. List of Staff Hires, Terminations, Resignations and Vacant Positions;
  - 3. Organizational Chart;
  - 4. Staff Leave Time Report;

5. Ex-Offenders Employee Roster;
  6. Treatment Schedule;
  7. Copies of Treatment Grievances submitted by Offenders;
  8. New or revised policies and procedures;
  9. Number of Offenders that had an interruption of Service;
  10. User ID for the personnel responsible for entering data into the Substance Abuse Master Plan Information Management System (SAMPIMS); and
  11. Offender Eligibility Form.
- C. The Contractor shall provide to the TDCJ-RPD a Monthly Status (Statistical Report) no later than the fifth (5<sup>th</sup>) of the month following the end of the preceding month, in the format requested by the Department.
- D. The Contractor shall provide to the TDCJ-RPD the *Clinical Training Institute – QCC Monthly Monitoring Report* no later than the fifth (5<sup>th</sup>) of the month following the end of the preceding month.

## **C.22 CONTRACTOR COMPLIANCE STANDARDS**

As part of the comprehensive quality assurance plans described in Section C.21, the Contractor shall include a system of Compliance Standards designed to monitor and assess the success of the program. The Department has developed the minimum Compliance Standards listed in Exhibit J.3. The Contractor's plans must include additional standards along with criteria that define acceptable or unacceptable performance. The Contractor shall ensure that outcome measures indicate results achieved. In devising Compliance Standards, the Contractor shall:

- A. Develop clearly defined goals, outputs and measurable outcomes which directly relate to the program objectives;
- B. Develop a formalized system to record information relative to the outcome measures;
- C. Develop a method to track and evaluate the achievement of outcomes; and
- D. Submit on a quarterly basis, on the first (1<sup>st</sup>) working day of the month following the end of the quarter, the Performance Measure Report to TDCJ-RPD.

## **C.23 OPERATIONAL PLAN**

- A. As part of the proposal submission, and upon award of the Contract, the Contractor shall provide one (1) copy of the Contractor's Operational Plan for the TDCJ-PFCMOD's written approval. The Operational Plan shall detail the Contractor's written policies and procedures to govern the total operation and management of the program, including all job descriptions. Policies and procedures cannot conflict with Contractual obligations or the policies and procedures of the Department and shall comply with the requirements of Section C of this Contract. The Contractor shall comply with all procedures and guidelines as defined by the Department.



- B. The Contractor shall notify the TDCJ-PFCMOD in writing of proposed changes in, or additions to, the Operational Plan with regard to the Contractor's policies and procedures and job descriptions prior to implementation. Any proposed changes must be submitted to the TDCJ-PFCMOD for written approval in electronic strikethrough version, to include a summary of changes and replacement pages.
- C. The Contractor's policies and procedures shall reference the applicable Contract Section(s), Department Policy, DSHS standards, SATOM, and any other source document or citation deemed appropriate.
- D. The Contractor shall have an Affirmative Action Plan outlining EEO compliance and strategies used to meet goals outlined in the Affirmative Action Plan.
- E. The Contractor shall maintain current Department Policies as a minimum.

**SECTION D – RESERVED FOR FUTURE USE**

**SECTION E – INSPECTION AND ACCEPTANCE****E.1 INSPECTION OF SERVICES**

- A. The Department and other Government regulatory agencies have the right to inspect and test all Services called for by this Contract, to the extent practicable at all times and places, during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's operation and management of the program. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable assistance for the safe and convenient performance of these duties.
- B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the program, including financial records, employee records (including time and attendance records), and Offender records generated by the Contractor and its subcontractors in connection with the performance of this Contract.
- C. If subject to the outcome of an audit or inspection it is determined that the Contractor is in non-compliance with any provisions of this Contract, and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.4.6 of this Contract.
  - 1. If any of the Services are non-compliant with the Contract requirements as identified by the Department, the Contractor shall be notified describing the specific areas of non-compliance. The Contractor shall have a twenty (20) Day period to file a written response detailing corrective action(s) taken to all items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken. Any areas of non-compliance shall be corrected within twenty (20) Days or by the date of the Department approved extension.
  - 2. If any of the Services are non-compliant with the Contract requirements, as identified by a Government regulatory agency, the Contractor must resolve all items identified as non-compliant by the deadline established by the agency.

**E.2 INSPECTION OF PROGRAM**

- A. The Contractor shall provide and maintain an inspection system acceptable to the Department covering the programs and work called for by this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Department during Contract performance and for as long afterwards as the Contract requires.
- B. The Contractor shall provide entry at all times by the Texas Board of Criminal Justice (TBCJ) and the Department's authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature, and all other members of the Executive and Judicial Departments of the State, as well as any other Persons designated by the Department, including the Office of the Inspector General, shall be allowed to monitor the delivery of Services.

**E.3 MONITORING CRITERIA**

- A. The Department shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract, all Court Orders, and Department Policies.
- B. The Contractor shall cooperate fully with the Department in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance.
- C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the Department. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.
- D. The Contract Monitor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures, or operations implemented at the Facility, and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

**E.4 AUTHORITY TO AUDIT**

- A. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
- B. The Contractor shall ensure that this Clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.
- C. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.
- D. See Section H.8, Books and Records, concerning record retention.

**E.5 AUDITS BY OTHER AGENCIES**

Upon receipt of audit or monitoring reports pertaining to the provision of Services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days. The Contractor shall provide to the Department copies of responses to audits and/or inspections within seven (7) Days of issuance. Audits or inspections may include allegations or complaints involving program operations or the Contractor and its employees (including consultants, independent contractors and their employees, agents, and volunteer workers).

**E.6 FRAUD, WASTE, OR ABUSE**

- A. In accordance with Texas Government Code, Chapter 321, the SAO is authorized to investigate specific acts or allegations of impropriety, malfeasance or nonfeasance, in the obligation, expenditure, receipt, or use of State funds.

- B. If there is a reasonable cause to believe that fraud, waste, or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at [www.sao.texas.gov](http://www.sao.texas.gov). It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 936-437-7100, or Crime Stoppers at 1-800-832-8477.

**SECTION F – DELIVERIES OR PERFORMANCE****F.1 PERIOD OF PERFORMANCE**

The Contract will consist of a Base Period of two (2) years (September 1, 2017 through August 31, 2019) and three (3) two (2) year renewal Option Periods (September 1, 2019 through August 31, 2021; September 1, 2021 through August 31, 2023 and September 1, 2023 through August 31, 2025).

**SECTION G – CONTRACT ADMINISTRATION DATA****G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Specialist will make the full text available.

Texas Government Code, Chapter 2251, Payment for Goods and Services

**G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, CONTRACT MONITOR, AND PROGRAM DIRECTOR****G.2.1 Authorized Representative**

- A. In the case of the Contractor, its President, or any Vice President, shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other Persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The TDCJ-PFCMOD Director has been designated as the Authorized Representative to act on behalf of the Executive Director on all matters pertaining to the daily operations and management of the program and in compliance with this Contract. The Department's Authorized Representatives may designate other Persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time, any party may designate any Person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor, by its President or any Vice President, or if on behalf of the Department, by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director) is the only Person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any Clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director. In the event the Contractor makes any change at the direction of any Person other than the Executive Director, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

**G.2.2 Contract Specialist**

- A. The Contract Specialist for administration of this Contract is Janice Wooley.
- B. The telephone number for the Contract Specialist is (936) 437-7043.
- C. The facsimile number for the Contract Specialist is (325) 223-0310.

- D. The e-mail address for the Contract Specialist is janice.wooley@tdcj.texas.gov.
- E. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes, and final issuance of written changes/modifications to this Contract. All requests by the Contractor to modify the Contract shall be made in writing to the TDCJ-PFCMOD, and a copy submitted to the Contract Specialist.

### **G.2.3 Contract Monitor**

- A. The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas.
- B. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms, or conditions.
- C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department.

### **G.2.4 Program Director**

The Contractor shall provide a Program Director for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department. The Program Director shall have full authority to act for the Contractor in the performance of the required Services. The Program Director, or a designated representative, shall meet with the Contract Monitor to discuss problems as they occur.

## **G.3 INVOICE REQUIREMENTS**

- A. The Contractor shall invoice the Department for each calendar month, one (1) calendar month in arrears, for the amount due for Services and the Department shall pay such invoice thirty (30) Days after receipt of an accurate Contractor's invoice and supporting documentation. The Contractor may offer prompt payment discount, for example, one percent (1%), fifteen (15) Days (refer to Page 1, Block 7 of the Solicitation, Offer and Award Form) if the Contractor desires expedited Payment. Prompt payment discounts and payment terms must be stated on each invoice.
- B. The Contractor's Monthly Invoice shall include the following information:
  - 1. Name of business, remittance address, and invoice date;
  - 2. Contract number;
  - 3. Descriptions, price, and quantity of Services rendered;
  - 4. Daily census; and
  - 5. Prompt payment discount.
- C. The Contractor's supporting documentation shall include the following information:



1. PVR;
  2. PCN Listing; and
  3. Monthly Strength Report.
- D. Monthly Invoices shall be submitted to the office designated below or electronically no later than the fifth (5<sup>th</sup>) working day after the end of the preceding month:

TDCJ – Private Facility Contract Monitoring/Oversight Division  
Attention: Business Operations  
Two Financial Plaza, Suite 300  
Huntsville, Texas 77340

PF-BusinessMail2@tdcj.texas.gov

- E. The Contractor shall have thirty (30) Days from receipt of Payment to submit a request for consideration to review any discrepancies or inaccuracies.

#### **G.4 PAYMENTS**

- A. The Payment schedule shall be based on occupancy level determined by current Offender accounting procedures.
- B. Regardless as to whether Direct Deposit is chosen, upon Contract award the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:

Texas Department of Criminal Justice  
Attention: Accounts Payable  
P.O. Box 4018  
Huntsville, Texas 77342-4018

If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.

The form and instructions can be found at the following link on the TDCJ website:  
[www.tdcj.texas.gov/divisions/finance/finance\\_acct\\_accts\\_pay.html](http://www.tdcj.texas.gov/divisions/finance/finance_acct_accts_pay.html).

In the event the Contractor elects to decline Direct Deposit on the Vendor Maintenance Direct Deposit and Substitute W-9 Form, the Payment will be mailed to the following remittance address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**G.4.1 Compensation for Additional Services**

- A. The Department recognizes that the Contractor has entered into this Contract and has offered to furnish the Services hereunder based upon Department Policies in effect as of the date of this Contract.
- B. If there are changes in such Department Policies which changes are not as a result of changes in laws, government regulations or Court Orders generally applicable to the Department and which necessitate a change in the scope of Services furnished by the Contractor so as to increase the cost of operating and managing the program or performing other services contemplated in this Contract, then the Contractor may be provided extra compensation for the Additional Services required.
- C. The Contractor shall request in writing, together with such supporting documentation or information as the Department may reasonably request, the additional compensation the Contractor desires to offset the Contractor's increase in costs for furnishing the Additional Services because of such change in Department Policies.
- D. The parties shall make a good faith effort to mutually agree on the cost adjustment prior to the implementation of the new policy at the Facility, unless implementation of the new policy is required immediately due to security or public safety issues.
- E. If mutual agreement is not reached within thirty (30) Days, the Contractor shall implement the new policy, with both parties continuing negotiations until such time as a mutual agreement is reached or sixty (60) Days has lapsed as set forth in Section G.4.2 below. Cost adjustment will be retroactive to the date that the Contractor implemented said policy.
- F. In the event that such changes in Department Policy are the result of changes in laws or government regulations, the Contractor shall be financially responsible for incurring any additional cost to comply with the terms of such policies and this Contract.

**G.4.2 Failure to Agree on Compensation for Additional Services**

If the parties cannot agree on a per diem adjustment or compensation for Additional Services within sixty (60) Days of the date the Contractor's request is received by the Department, the Contractor may utilize the dispute resolution process as outlined in Section I.3.11.

**G.4.3 Payment Adjustment**

- A. The Department may elect to deduct from its Monthly Contractor Payment as specified in Section G.4.6, any amount specified in Section C.7, Exhibit J.3, or any money determined to be due as specified under Section E.1.C.
- B. If it is determined the amount of Monthly Contractor Payment is not adequate to cover the money due to the Department, then all of the Monthly Contractor Payment shall be withheld and an invoice issued to the Contractor for the amount due.
- C. The Contractor shall be responsible to pay the invoiced amount within thirty (30) Days of receipt unless the Contractor and the Department mutually agree on an alternative Payment method.

**G.4.4 Late Payment**

Any amount owed to the Contractor more than one (1) Day beyond the date such amount is due as described in Section G.3 hereof shall accrue interest each Day that such amount is not paid at the rate specified by Texas Government Code, Section 2251.025, provided, however, that this provision shall not excuse failure by the Department to make Payment in strict accordance with this Contract.

**G.4.5 Deductions for Unacceptable Compliance**

- A. Compliance Standards and deductions are listed in Exhibit J.3 of this Contract.
- B. The Contractor's failure to meet the listed Compliance Standards shall result in a deduction to the Monthly Contractor Payment.

**G.4.6 Withholding of Payment**

- A. The Department shall have the right to withhold the Monthly Contractor Payment until the failures described below have been corrected.
  - 1. Failure to submit reports as required in Section C;
  - 2. Failure to respond to audit reports as set forth in Section E.1.C; and
  - 3. Failure to correct identified areas of non-compliance to the satisfaction of the Department within twenty (20) Days upon receipt of written notification.
- B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.
- C. The Monthly Contractor Payment withheld shall be released upon the Department's satisfaction that compliance has been achieved for thirty (30) consecutive days.
- D. With the exception of disputed issues, such withholding of final Payment by the Department shall not exceed one hundred twenty (120) Days from the date of Contract termination.

**G.4.7 Payment of Debt Owed to the State of Texas**

As required by Texas Government Code, Section 2252.903, the Contractor agrees that any Payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments and delinquent child support, until the debt is paid in full. The Contractor shall comply with the rules adopted by the Department under Texas Government Code, Sections 403.055, 403.0551, 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

**G.4.8 Right to Offset**

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor

with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

#### **G.4.9 Annual Financial Disclosure Reports**

- A. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) and submit to the Contract Specialist the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within one hundred twenty (120) Days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor agrees to allow the Department or its representatives access to all its corporate books, to cooperate in any audits thereof and to provide the Department's Contract Specialist with 1 and 2 below:
  - 1. Consolidated financial statements such as are required by GAAP of the Contractor and its affiliates for such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent CPA's of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of any Event of Default or event which, with the time or the giving of notice, or both, would constitute an Event of Default (as defined in Section I.3.1) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; and
  - 2. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

**SECTION H – SPECIAL CONTRACT REQUIREMENTS****H.1 INSURANCE REQUIREMENTS**

- A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both a Financial Strength of "A", or better and Financial Size Category Class of "VII", or better from A.M. Best Company, Inc.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations, and revisions shall be submitted to the Contract Specialist within thirty (30) Days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
  - 1. **Workers' Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury:
    - a. By accident, \$1,000,000 per each accident; and
    - b. By disease, \$1,000,000 per employee with a per policy aggregate of \$1,000,000.
  - 2. **Commercial Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death), and property damage limit of \$1,000,000 per occurrence.
  - 3. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
    - a. Civil Rights Liability must be provided with the same liability limits. It may be included with the General Liability policy or written on a separate policy.
    - b. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
  - 4. **Professional Liability** (including Errors and Omissions) including coverage for the rendering of, or failure to render, professional services with minimum limits of \$1,000,000 per occurrence, \$3,000,000 annual aggregate.

5. **Commercial Crime Insurance** to cover losses from Employee Dishonesty with a minimum limit of \$1,000,000 each occurrence endorsed to cover third party property. The Department must be a joint loss payee.

**NOTE:** If the insurance described in paragraphs 3 or 4 above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

#### H.1.1 Required Provisions

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
- B. Waive subrogation against the Department, its officers, employees and elected representatives for bodily injury (including death), property damage, or any other loss to all applicable coverages.
- C. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by the contractual liability coverage sufficient to include such obligations within applicable policies.
- E. Ensure that all certificates of insurance identify the Service or product being provided and the name of the responsible party.
- F. The Contractor, through an insurance agent licensed by the State of Texas, shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this State shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring at least thirty (30) Days prior written notice of cancellation to the Department.
- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No Contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.
- H. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor. The deductible may exceed five percent (5%) of the required yearly aggregate limit of coverage for each occurrence. The Contractor is responsible for the first (1<sup>st</sup>) dollars to be paid for any such claim.
- I. The Contractor is responsible for the first (1<sup>st</sup>) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

- J. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective Contractor may wish to purchase for their own benefit.
- K. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

## H.2 SUBCONTRACTORS

- A. The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract.
- B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld.
- C. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an Authorized Department Representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.
- D. The Contractor shall furnish to the Department copies of all subcontracts, without regard to the amount of annual payments.
- E. Any arrangement by the Contractor with an affiliate or member company to provide Services for the program shall be subject to the subcontractor provisions of this Section.
- F. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor.
- G. The Contractor shall be responsible for the management of the subcontractors in the performance of their work.
- H. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits or any other discussions except at the request of the Department.
- I. Unless waived in writing by the Department, the subcontract shall contain the following:
  - 1. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract").
  - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and Services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.
  - 3. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
  - 4. The Department shall be deemed a "third party beneficiary" to the subcontract.

5. The subcontract shall contain the required Authority to Audit Clause referenced in Section E.4 and the required Non-Discrimination Clause referenced in Section I.12.

### **H.2.1 Insurance**

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

### **H.2.2 Historically Underutilized Business (HUB)**

- A. The Contractor shall make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181, 2161.252(b), and Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285. Pursuant to the Texas Statewide Support Services Division HUB Rules, Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.
- B. A detailed description of the HSP and required forms to be submitted with the proposal submission are included as Exhibit J.2.
- C. The Contractor shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice must specify, at a minimum, this Agency's name, the name of the Contract Specialist, this Contract's assigned Contract number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice shall be provided to the Contract Specialist no later than ten (10) working days after this Contract is awarded.
- D. The Contractor shall submit to the Contract Specialist on a monthly basis (by the fifth [5th] of the following month) the Prime Contractor Progress Assessment Report, which is included in Exhibit J.2.

### **H.3 TRANSITION**

- A. Upon termination of this Contract, the Contractor agrees to work with the Department under the Department's management supervision for a period of sixty (60) Days, prior to the expiration of the Contract, to ensure the orderly transfer and efficient transition from current Contractor management to either Department management or management by a third party of the program.
- B. During this transition period, the Contractor shall transfer all Offender records to the Department if requested to do so by the Department. In the event the Contractor requires copies of any records after Contract expiration and program management transition, the Department will furnish copies to the Contractor at the Contractor's expense.



**H.4 APPROVAL OF EMPLOYEES**

- A. The Contract shall retain no Upper Level Management personnel for administration of the program without prior approval of each selection by TDCJ-PFCMOD, which approval shall not be unreasonably withheld.
- B. Additionally, when the Contractor transfers any employees, regardless of rank, title, or position, from any program under Contract with the Department to another program under contract with the Department, notification of this transfer must be made to TDCJ-PFCMOD by so indicating on the vacancy reports.
- C. Upon request by the Department, the Contractor shall provide the name of the employee and location of transfer, all pending investigations and disciplinary actions, and previous disciplinary actions.

**H.5 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS**

- A. The Contractor shall comply with Texas Government Code, Section 2155.4441, relating to service contract use of products produced in the State of Texas.
- B. In performing Services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

**H.6 CRIMINAL HISTORY INFORMATION COMPLIANCE**

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Offenders and former Offenders known as "criminal history information". Criminal history information means information collected about a Person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information, and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20.21; 42 U.S.C. 3711, et seq., as amended; Texas Government Code, Section 411.083, and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

- A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.
- B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.
- C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the Services contemplated herein.

- D. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

#### **H.7 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION**

- A. The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive." The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of Services contemplated herein.
- B. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

#### **H.8 BOOKS AND RECORDS**

All records and documents pertinent to the Services contracted hereunder shall be kept for a minimum of seven (7) years after the expiration or termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must continue to retain said records and documents until all litigation, claims, or audit findings are resolved, meaning that there is a final Court Order from which no further appeal may be made, or a written agreement is entered into between the Department and the Contractor.

#### **H.9 ORGANIZATIONAL AND NAME CHANGE**

The Contractor shall submit written notification to the Department within thirty (30) Days of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

**H.10 FREE EXERCISE OF RELIGION**

The Contractor is prohibited from substantially burdening an employee's or Offender's Free Exercise of Religion.

**H.11 DELAY OF SERVICES**

The Contractor shall meet its obligations to commence Services at the Facility within the time frames defined by the Contract. In the event the Contractor fails to meet those time frames as defined by the Contract, absent extensions from the Department, the Department will have the right to obtain the Services from another source and charge the cost thereof to the Contractor for each Day that Services are not performed due to delays caused by the Contractor's nonperformance. The Department will provide written notification to the Contractor by certified mail, return receipt requested, of the charges which will include the date of imposition and the amount that has accrued daily as of the date of the notification.

**H.12 UTILIZATION OF PROGRAM**

The Department agrees that it will use its best efforts to assign appropriately classified Offenders to the program as provided by law; however, the Department does not covenant or represent to the Contractor that it will refer Offenders at one hundred percent (100%) capacity. The Department will not be liable to the Contractor for loss of profits or damages incurred by the Contractor in the event that the Department does not refer Offenders at one hundred percent (100%) capacity.

**H.13 SECURITY**

The Contractor's employees and representatives, vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on state property. The Contractor agrees to abide by all Department Policies and unit rules and regulations on state property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers and cellphones to any state property. This includes having these items in personal vehicles of on-site employees. The Contractor's employees may not carry more than \$25.00 in cash into any Department Facility. Tobacco products are strictly prohibited on TDCJ units, but are allowed in the personal vehicles of on-site employees or in designated smoking areas. All vehicles must be kept locked when not in use and the Contractor's employees must stay with the vehicle when it is unlocked.

**SECTION I – CONTRACT CLAUSES****I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

- A. Funds are not presently available for performance under this Contract beyond August 31, 2019.
- B. The Department's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made.
- C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2019, until funds are made available to the Department for performance and until the Contractor receives notice of availability.
- D. Refer to Section I.3.4, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

**I.2 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 products or services provided are endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

**I.3 DEFAULT AND TERMINATION****I.3.1 Default by the Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A Material Failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, which such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- B. A Material Failure to meet or comply with Department Policy, federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- C. The Contractor's Material Failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for when the Contractor has not received a prior written waiver from the Department, which such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
  - 1. Its inability to pay its debts;
  - 2. Any general assignment for the benefit of creditors;

3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;
  4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or
  5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.
- E. The discovery by the Department that any statement, representation, or warranty in this Contract is false, misleading, or erroneous in any material respect; or
- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

### **I.3.2 Further Opportunity to Cure**

- A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The decision of the Department will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

### **I.3.3 Remedy of the Department**

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify, in writing, the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;

- B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of funds as authorized in Section G.4.6; or
- D. Exercising a Termination for Default.
  - 1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
  - 2. The Department will have no further obligations to the Contractor after such termination and the Contractor shall comply with Section H.3 with respect to the transition to new management.
  - 3. The Department may also acquire, in the manner the Department considers appropriate, Services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those Services.
  - 4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:
    - a. Acts of God or of the public enemy;
    - b. Acts of the State in either its sovereign or contractual capacity;
    - c. Fires;
    - d. Floods;
    - e. Epidemics;
    - f. Quarantine restrictions;
    - g. Strikes;
    - h. Freight embargoes; and
    - i. Unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

#### **I.3.4 Termination for Unavailability of Funds**

- A. The Payment of money by the Department or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.
- B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or

warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.

- C. In the event State funds for this Contract become unavailable due to Non-Appropriation, the Department will have the right to terminate the Contract without penalty.
- D. The Contractor acknowledges that the Department does not receive a "line item appropriation".
  - 1. If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.
  - 2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

#### **I.3.5 Non-Appropriation Effect and Remedy**

An event of Non-Appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-Appropriation, this Contract shall automatically terminate as of the last day of the Biennium for which appropriations have been made.

#### **I.3.6 Termination for Convenience**

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

#### **I.3.7 Termination by Mutual Agreement**

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

#### **I.3.8 Termination Procedures**

- A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:
  - 1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
  - 2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
    - a. Place no further subcontracts or orders in support of this Contract;
    - b. Terminate all subcontracts; and

- c. Cancel all orders as applicable.
- B. Upon termination, the Contractor shall be entitled to receive from the Department, Payment for all Services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after one hundred eighty (180) Days from the date of termination will not be considered.

### **I.3.9 Default by the Department**

Each of the following shall constitute an Event of Default on the part of the Department:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and
- C. Unless cured by the Department within twenty (20) Days after receiving written notice thereof.

### **I.3.10 Remedy of the Contractor**

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below.

### **I.3.11 Dispute Resolution**

- A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor, shall be resolved as follows:
  - 1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.
  - 2. A Contractor's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.
  - 3. To initiate the process, the Contractor shall submit written notice, as required by Texas Government Code, Chapter 2260, Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.
  - 4. Said notice shall specifically state the provisions of Texas Government Code, Chapter 2260, Subchapter B are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.
  - 5. Compliance by the Contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.



6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  7. Compliance with the contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.
  8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.
- B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter C, Rule 155.31.
- C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing Services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.
- D. Records of the Services performed shall be kept in sufficient detail to enable Payment in accordance with applicable provisions of this Contract, if this should become necessary.
- E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

#### **I.4 NO WAIVER OF RIGHTS**

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.
- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

#### **I.5 INDEMNIFICATION OF THE DEPARTMENT**

##### **I.5.1 Acts or Omissions**

The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, 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 the Contractor 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 the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from

the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

### **I.5.2 Infringements**

- A. The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and/or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.
- B. The Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by:
  - 1. Use of the product or Service for a purpose or in a manner for which the product or Service was not designed;
  - 2. Any modification made to the product without the Contractor's written approval;
  - 3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
  - 4. Any intellectual property right owned by or licensed to the Department; or
  - 5. Any use of the product or Service by the Department that is not in conformity with the terms of any applicable license agreement.
- C. If the Contractor becomes aware of an actual or potential claim or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or in the case of an injunction against the Department, shall), at the Contractor's sole option and expense:
  - 1. Procure for the Department the right to continue to use the affected portion of the product or Service; or
  - 2. Modify or replace the affected portion of the product or Service with functionally equivalent or superior product or Service so that the Department's use is non-infringing.

### **I.5.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all state and federal laws applicable to any such Persons, including laws regarding wages, taxes, insurance, and Workers'

Compensation. The Department and/or the State shall not be liable to the Contractor, 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 State employee or employee of another governmental entity customer.

- B. The Contractor agrees to indemnify and hold harmless the Department, the TBCJ, the State of Texas and/or their employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or Workers' Compensation in its performance under this Contract. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

#### **I.6 NO WAIVER OF DEFENSES**

- A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of Services by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

#### **I.7 INDEPENDENT CONTRACTOR**

- A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.
- B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.
- C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

**I.8 LAWS OF TEXAS**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

**I.9 ASSIGNMENT**

- A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.
- B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:
  - 1. More than fifty percent (50%) of the assets of the Contractor are sold;
  - 2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or
  - 3. Any shareholder or owner of the Contractor who owns at least ten percent (10%) beneficial ownership of the Contractor fails to continue to own at least ten percent (10%).
- C. In the event that any sale, transfer, or assignment, as referenced in paragraph A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

**I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS**

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

**I.11 APPROVAL OF CONTRACT**

- A. This Contract is subject to written approval of the Executive Director of the Department and shall not be binding until so approved.
- B. For Contracts valued over \$1,000,000 in the initial Contract Term, the Executive Director's approval and shall be given only on the approval of the TBCJ.

**I.12 NON-DISCRIMINATION**

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color,

disability or perceived disability, religion, sex, national origin, genetic information, or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, Offenders or providers who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees and/or the purchase of Services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

### **I.13 CONFIDENTIALITY AND OPEN RECORDS**

#### **I.13.1 Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

#### **I.13.2 Open Records**

In accordance with Texas Government Code, Section 2252.907, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Texas Government Code, Chapter 552 (Texas Public Information Act). The Texas Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Texas Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Texas Public Information Act.

### **I.14 CONTRACT CHANGES**

- A. Changes/modifications to this Contract (except Contract extensions, administrative changes, such as changing the Contract Specialist designation, correcting typographical errors or other unilateral changes discussed elsewhere in the Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.
- B. The Department, at its sole discretion, may revise funding during the course of this Contract by issuing a unilateral modification to the Contractor.

**I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- A. The Department may, at its sole discretion, extend the Contract Term by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.
- B. The preliminary notice does not commit the Department to an extension.
- C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

**I.16 OPTION TO EXTEND SERVICES**

- A. The Department may require continued performance of any Services within the limits and at the rates specified in this Contract.
- B. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or extension period for the purpose of re-advertising the Service, awarding a new contract, and transitioning into a new contract.
- C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.
- D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

**I.17 SEVERABILITY**

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

**I.18 IMMIGRATION**

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

**I.19 NO LIABILITY UPON TERMINATION**

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Section I.3.11.

**I.20 LIMITATION ON AUTHORITY**

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is

granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

#### **I.21 INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.
- B. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

#### **I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213**

- A. Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Texas Administrative Code, Title 1, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- B. The Contractor shall provide the Department with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under the Rehabilitation Act, Section 508), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

#### **I.23 RIGHTS TO DATA, DOCUMENTS, AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works. Notwithstanding the foregoing, the Department will not own Contractor's

source or reference materials, computer programs, documentation, and similar confidential or proprietary information that may be used to produce any item under this Contract.

#### **I.24 FORCE MAJEURE**

- A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.
- B. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- C. Each party must inform the other in writing, with proof of receipt, within three (3) working days of the existence of such force majeure, or otherwise waive this right as a defense.

#### **I.25 NOTICES**

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract or by U.S. Mail.

Notices to the Department shall be sent to:

Janice Wooley, Contract Specialist  
Texas Department of Criminal Justice  
Contracts and Procurement Department  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party. This change shall be incorporated with a unilateral modification.

#### **I.26 SUBSTITUTIONS**

Substitutions are not permitted without written approval of the Department.

#### **I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

- A. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
  - 1. All Persons employed to perform duties within Texas, during the Contract Term; and
  - 2. All Persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.



- B. The Contractor shall provide, upon request of the Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and the Contractor's subcontractors, as proof that this provision is being followed.
- C. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.

**SECTION J – LIST OF EXHIBITS**

EXHIBIT NO	TITLE	PAGES
J.1	Budget Justification Forms and Staffing Plans	2
J.2	HUB Subcontracting Plan (HSP)	7
J.3	Compliance Standards and Average Daily Salary	4
J.4	TDCJ-PFCMOD Monthly Strength Report	1
J.5	Organizational Chart	1
J.6	Reserved for Future Use	
J.7	TDCJ Job Description Minimum Qualifications	3
J.8	Reserved for Future Use	
J.9	TDCJ-PFCMOD Monthly Position Vacancy Instructions and Report	3
J.10	TDCJ-PFCMOD Monthly Position Control Number (PCN) Instructions and Listing	2

**BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
REHABILITATION TREATMENT SERVICES  
SALARY PLAN AND STAFFING DETAIL**

**Facility Name: Havins**

Note: Additional rows are hidden and may be utilized as needed to list additional information.

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	Total FTEs	Training		
INDIRECT ADMINISTRATION FTEs & SALARIES - SAFPF/IPTC							
Program Director	Program Supervisor III Pre-Release or Inpatient Treatment (Program Director)				CAT, SAC3 or SAC4 or QCC - ULM		
Assistant Program Director	Substance Abuse Counselor III - Senior Counselor				CAT, SAC3 or SAC4 or QCC - ULM		
Quality Assurance Coordinator	Admin. Asst. IV - Quality Assurance Coordinator				CAT, SAC3 or SAC4 or QCC		
Office Manager					CAT		
Clerk					CAT		
TOTAL SAFPF/IPTC INDIRECT ADMINISTRATION							
DIRECT FTEs & SALARIES - SAFPF/IPTC							
Substance Abuse Counselor I	Substance Abuse Counselor I - Substance Abuse Treatment Program (Counselor Intern)				CAT, SAC1 or SAC2		
Substance Abuse Counselor II	Substance Abuse Counselor II - Substance Abuse Treatment Program (Counselor)				CAT, SAC3 or SAC4		
TOTAL SAFPF/IPTC DIRECT PROGRAM STAFF							
GRAND TOTAL							

Total Direct

Total Indirect

**STAFFING NOTES**

\*Job Descriptions must be submitted for each position with minimum qualifications that match the TDCJ equivalent position if applicable.

**ULM** = Upper Level Management

**CAT** = 32 hours of Correctional Awareness Training

**QCC** = Qualified Credentialed Counselor

**SAC 1** = Counselor Intern (CI)

**SAC 2** = Certified Criminal Justice Professional - Applicant (CCJP-A)

**SAC 3** = Licensed Chemical Dependency Counselor (LCDC)

**SAC 4** = Certified Criminal Justice Professional (CCJP)

**SAC 5** = Licensed Professional Counselor (LPC)

**SAC 6** = Licensed Master Social Worker (LMSW)

**SAC 7** = Certified Program Instructor - DWI (CPI-DWI)

**SAC 8** = Licensed Chemical Dependency Counselor - Cognitive Intervention

**SAC 9** = Licensed Psychologist

**Program Director & Assistant Program Supervisor will be certified in CPR/First Aid**

**BUDGET JUSTIFICATION FORMS AND STAFFING PLANS**  
**REHABILITATION TREATMENT SERVICES**  
**SAFPF/IPTC BUDGET DETAIL**

Facility Name: Havins

**ANNUAL TREATMENT COSTS - SAFP/IPTC**

COST CATEGORY / ITEM	FTEs	Base Year 1	Base Year 2	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2	Option 3 Year 1	Option 3 Year 2
<b>Staffing Salary Direct Costs:</b>									
Substance Abuse Counselor I		\$644,800	\$651,248	\$657,760	\$664,338	\$670,981	\$677,691	\$684,468	\$691,313
Substance Abuse Counselor II		\$149,760	\$151,258	\$152,770	\$154,298	\$155,841	\$157,399	\$158,973	\$160,563
Fringe Benefits		\$350,986	\$360,638	\$371,571	\$380,746	\$391,217	\$401,975	\$414,161	\$424,388
<b>Sub-Total</b>		<b>\$1,145,546</b>	<b>\$1,163,144</b>	<b>\$1,182,101</b>	<b>\$1,199,382</b>	<b>\$1,218,039</b>	<b>\$1,237,065</b>	<b>\$1,257,602</b>	<b>\$1,276,264</b>
<b>SAFPF/IPTC Non-Labor Costs :</b>									
Office/Printing/Computer Supplies		\$12,614	\$12,740	\$12,902	\$12,995	\$13,125	\$13,257	\$13,426	\$13,522
Membership/License Fees		\$3,000	\$3,030	\$3,068	\$3,092	\$3,123	\$3,154	\$3,194	\$3,217
Depreciation/Equipment		\$37,843	\$38,222	\$38,710	\$38,990	\$39,380	\$39,773	\$40,280	\$40,571
Travel		\$5,500	\$5,555	\$5,625	\$5,666	\$5,723	\$5,781	\$5,855	\$5,897
Preventative Maintenance		\$7,358	\$7,432	\$7,527	\$7,581	\$7,657	\$7,734	\$7,832	\$7,889
Insurance		\$21,024	\$21,234	\$21,505	\$21,660	\$21,877	\$22,096	\$22,378	\$22,539
Staff Recruiting		\$8,410	\$8,494	\$8,603	\$8,665	\$8,752	\$8,840	\$8,952	\$9,017
Professional Services		\$4,836	\$4,883	\$4,937	\$4,982	\$5,031	\$5,081	\$5,136	\$5,183
Communication - Other		\$10,512	\$10,617	\$10,752	\$10,830	\$10,939	\$11,048	\$11,189	\$11,269
Supplies/Materials		\$6,500	\$6,565	\$6,649	\$6,698	\$6,765	\$6,833	\$6,920	\$6,970
<b>Sub-Total</b>		<b>\$117,597</b>	<b>\$118,772</b>	<b>\$120,278</b>	<b>\$121,159</b>	<b>\$122,372</b>	<b>\$123,597</b>	<b>\$125,162</b>	<b>\$126,074</b>
<b>Other Direct Costs (Details Required):</b>									
<b>Sub-Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Indirect Costs:</b>									
Indirect Salaries		\$220,480	\$222,685	\$224,912	\$227,161	\$229,432	\$231,727	\$234,044	\$236,384
Overhead		\$78,632	\$79,744	\$80,946	\$82,028	\$83,202	\$84,397	\$85,691	\$86,852
Contractor's Profit Margin		\$31,245	\$31,687	\$64,329	\$65,189	\$66,122	\$67,071	\$68,100	\$69,023
<b>Sub-Total</b>		<b>\$330,357</b>	<b>\$334,116</b>	<b>\$370,187</b>	<b>\$374,378</b>	<b>\$378,756</b>	<b>\$383,195</b>	<b>\$387,835</b>	<b>\$392,259</b>
<b>Grand Total</b>		<b>\$1,593,500</b>	<b>\$1,616,032</b>	<b>\$1,672,566</b>	<b>\$1,694,919</b>	<b>\$1,719,167</b>	<b>\$1,743,857</b>	<b>\$1,770,599</b>	<b>\$1,794,597</b>
<b>Number of Beds</b>		<b>576</b>	<b>576</b>	<b>576</b>	<b>576</b>	<b>576</b>	<b>576</b>	<b>576</b>	<b>576</b>
<b>SAFPF/IPTC Per Diem</b>		<b>\$ 7.58</b>	<b>\$ 7.69</b>	<b>\$ 7.93</b>	<b>\$ 8.06</b>	<b>\$ 8.18</b>	<b>\$ 8.29</b>	<b>\$ 8.40</b>	<b>\$ 8.54</b>



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The TDCJ HUB goals are defined as:

- 17.5 percent for heavy construction other than building contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,
- 36.9 percent for all building construction, including general contractors and operative builders' contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

The TDCJ has determined that the HUB Category for this contract falls under the  
**Commodities Contracts Category.**

The HUB Goal for this category is therefore identified as **21.1 %**.

For assistance in completing the HSP contact:

Sharon Schultz @ 936-437-7026

sharon.schultz@tdcj.texas.gov

## SECTION-1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Management & Training Corporation

Point of Contact: Angela Alleman

E-mail Address: angela.alleman@mtctrains.com

b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No

c. Requisition #: 696-PF-16-P027 - Havins

State of Texas VID #: 87-0365322

Phone #: 801-693-2797

Fax #: 801-693-2900

Bid Open Date: 05/02/2017

(mm/dd/yyyy)

Enter your company's name here: Management &amp; Training Corporation

Requisition #: 696-PF-16-P027

**SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods, services will be subcontracted. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☒ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Office Supplies	1.05 %	%	%
2	Printing Services	0.12 %	%	%
3	Computer Supplies	0.25 %	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		1.42 %	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://contractweb.texas.gov/purchasing/vendors/subconts.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☒ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Management &amp; Training Corporation

Requisition #: 696-PF-16-P027

**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION

If you responded "No" to SECTION 2, Item a, in the space provided below **explain** how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

**SECTION-4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

  
 Signature

 Angela Allaman  
 Printed Name

 Sr. Buyer  
 Title

 04/26/2017  
 Date  
 (mm/dd/yyyy)
**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

**HSP Good Faith Effort - Method A (Attachment A)**

Enter your company's name here: Management & Training Corporation

Requisition #: 696-PF-16-P027

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort – Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://www.comptroller.texas.gov/purchasing/docs/sub-forms/sub-short-plan-gf-attn-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number:	1	Description:	Office Supplies
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## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in **SECTION A-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer identification, the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycna.cpa.state.tx.us/passbooksearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Page 1 of 1  
(Attachment A)



**HSP Good Faith Effort - Method A (Attachment A)**

Rev. 2/17

Enter your company's name here: Management & Training Corporation

Requisition #: 696-PF-16-P027

**IMPORTANT:** if you responded **"Yes"** to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 Description: Printing Services

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL)-Historically Underutilized Business (HUB) Directory Search located at <http://mycna.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

**HSP Good Faith Effort - Method A (Attachment A)**

Rev. 2/17

Enter your company's name here: Management & Training Corporation

Requisition #: 696-PF-16-P027

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 3 Description: Computer Supplies

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL)-Historically Underutilized Business (HUB) Directory Search located at <http://mycna.cna.state.tx.us/passcmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



Rev. 07/27/15

## HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

**This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.**

Contract/Requisition Number: 696-PF-18-19-C080

Date of Award: 09/01/2017  
(mm/dd/yyyy)

Object Code:

(Agency Use Only)

Contracting Agency/University Name: Texas Department of Criminal Justice

Contract Administrator Name: Janice Wooley

Contractor (Company) Name: Management &amp; Training Corporation

State of Texas VID #: 87-0365322

Point of Contact: Angela Aileman

Phone #: 801-693-2797

Reporting (Month) Period:

Total Amount Paid this Reporting Period to Contractor: \$

### Report HUB and Non-HUB subcontractor information

\*Note: Texas certified HUB status can be verified on line at: <https://mycpa.cpa.state.tx.us/passcmbisearch/index.jsp>

Subcontractor's Name	*Texas certified HUB? (Yes or No)	Subcontractor's VID or HUB Certificate Number (Required if Texas certified HUB)	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Reporting Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
Tejas Office Products, Inc.	Yes	1760032427500	\$24,177.40	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
<b>TOTALS:</b>			\$24,177.40	\$	\$	

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## COMPLIANCE STANDARDS FOR ALL PROGRAMS\*

STANDARD		ACCEPTABLE	UNACCEPTABLE	PAYMENT ADJUSTMENT CALCULATION
1.	The Contractor shall staff all positions with qualified employees, including special certifications and licenses where applicable.	100%	Less than 100%	Reduce by the Average Daily Salary (Attachment A) for each Day a position remains vacant in excess of sixty (60) Days.
2.	The Contractor shall follow all requirements regarding initial employment and reemployment of employees (i.e. obtaining and maintaining a copy of satisfactory background checks, and obtaining and maintaining all Department approvals for employees with criminal convictions/pending charges). The requirements are mandatory prior to being assigned to a position and having contact with Offenders.	100%	Less than 100%	Reduce by \$50.00 each Day.
3.	The Contractor shall obtain from the Department, and maintain a copy in employee files, prior written approval to hire all Upper Level Management staff as directed.	100%	Less than 100%	Reduce by the Average Daily Salary (Attachment A) for each Day the position was filled with a non-approved individual.
4.	The Contractor shall maintain valid current insurance policies as directed.	Valid current insurance policies	Lapsed policy or policy not meeting Contract requirements	Reduce by \$1,000.00 per Day for which mandated insurance coverage was not in effect. The Contractor has twenty (20) Days to cure before this becomes an Event of Default.
5.	The Contractor shall submit a written response to the Department detailing the corrective action taken to address any items of non-compliance within twenty (20) Days of receiving written notice of the item from the Department.	100%	Less than 100%	Reduce by the Average Daily Salary (Attachment A) of the Program Director for each Day past the acceptable response time.
6.	The Contractor shall correct all identified areas of non-compliance, as identified by the Department, within twenty (20) Days or by the date of a Department approved extension.	100%	Less than 100%	Reduce by the Average Daily Salary (Attachment A) of the Program Director for each Day an issue of non-compliance is not corrected within twenty (20) Days or by the date of a Department approved extension.
7.	The Contractor shall document all programming hours (or the inability to provide said programming).	100%	Less than 100%	Reduce by \$150.00 for each individual or group session not held in accordance with the Department's approved treatment schedule unless prior Department approval has been received regarding cancellation of sessions.
8.	The Contractor shall provide training within the first ninety (90) Days of employment in accordance with the respective position and program.	100%	Less than 100%	Reduce by the Average Daily Salary (Attachment A) for each Day each treatment staff is in excess of ninety (90) Days, beginning on the ninety-first (91st) Day.

STANDARD		ACCEPTABLE	UNACCEPTABLE	PAYMENT ADJUSTMENT CALCULATION
9.	The Contractor shall comply with treatment staff licensure standards set forth by the respective licensing agency. <i>*not applicable to ISF Cognitive Intervention Program</i>	100%	Less than 100%	Reduce by the Average Daily Salary (Attachment A) for each Day staff is assigned to a treatment position without appropriate licenses/credentials.
10.	An Assessment is administered to each Offender within five (5) working days of entry into the program. <i>*not applicable to ISF Cognitive Intervention Program</i>	100%	Less than 100%	Reduce by the Contractor Per Diem Rate for each Day the Offender is without an appropriate Assessment beyond the required time frame.
11.	Offenders shall be provided with an Individualized Treatment Plan (ITP) that addresses their specific needs within ten (10) working days of entry into the program. <i>*not applicable to ISF Cognitive Intervention Program</i>	100%	Less than 100%	Reduce by the Contractor Per Diem Rate for each Day the Offender is without an appropriate Individualized Treatment Plan (ITP) beyond the required time frame.
12.	Offenders shall have clinical progress notes documented weekly.	100%	Less than 100%	Reduce by the Contractor Per Diem Rate for each Day treatment file not reflecting Offender's weekly progress note.
13.	Counselor-to-Offender caseload shall be less than or equal to sixteen (16) for Special Needs Offenders, or less than or equal to twenty-five (25) for Regular Needs Offenders. <i>*not applicable to ISF Cognitive Intervention Program</i>	Special Needs less than or equal to sixteen (16) caseloads  Regular Needs less than or equal to twenty-five (25) caseloads	Special Needs greater than sixteen (16) caseloads  Regular Needs greater than twenty-five (25) caseloads	Reduce by \$200.00 per caseload exceeding the requirement.
14.	Complete Position Vacancy Report (PVR), Position Control Number Listing (PCN), Monthly Strength Report, and Contractor Monthly Invoice(s) or reports deemed applicable by the Department must be typed and submitted accurately by the fifth (5th) working day of the month.	100%	Less than 100%	Reduce by the Average Daily Salary (Attachment A) of the Program Director for each Day past the acceptable response time.  Reduce by \$100.00 per identified error.
15.	The Contractor shall maintain organized, complete, and accurate Offender records and employee personnel files.	100%	Less than 100%	Reduce by \$25.00 for each file that is non-compliant.
16.	The Contractor shall provide notification to the Department of all Offender injuries, incidents and issues relative to the health, safety, and welfare of the Offender.	100%	Less than 100%	Reduce by the Average Daily Salary (Attachment A) of the Program Director for each Day the report is late.  Reduce by \$100.00 per identified error.

STANDARD		ACCEPTABLE	UNACCEPTABLE	PAYMENT ADJUSTMENT CALCULATION
<b>ADDITIONAL COMPLIANCE STANDARDS FOR DWI</b>				
17.	DWI Program group sessions and classes shall not exceed the limits stated in the Department's DWI Recovery Program Operations Manual.	100%	Less than 100%	Reduce by the Contractor Per Diem Rate for each Offender in excess of the mandated group/class size limit.
18.	DWI Intervention Program group sessions and classes shall not exceed the limits set by DSHS.	100%	Less than 100%	Reduce by the Contractor Per Diem Rate for each Offender in excess of the mandated group/class size limit.
19.	Offender will be provided with a Comprehensive Assessment Plan, to include a Discharge Summary, thirty (30) Days prior to completion of the program.	100%	Less than 100%	Reduce by the Contractor Per Diem Rate for each Day an Offender's Comprehensive Assessment Plan and Discharge Summary is not completed thirty (30) Days prior to the Offender's scheduled discharge date.
<b>ADDITIONAL COMPLIANCE STANDARDS FOR SAFPF AND IPTC</b>				
20.	Offender will be provided with a Continuum of Care Plan thirty (30) Days prior to completion of the prison Phase/Stage of the program.	100%	Less than 100%	Reduce by the Contractor Per Diem Rate for each Day the Offender's Continuum of Care Plan is not completed thirty (30) Days prior to the Offender's scheduled discharge date.
21.	Offender will be provided with a Discharge Summary within thirty (30) Days prior to their scheduled discharge date.	100%	Less than 100%	Reduce by the Contractor Per Diem Rate for each Day the Offender's Discharge Summary is not completed thirty (30) Days prior to the Offender's scheduled discharge date.
22.	Offender will complete a Relapse Prevention Plan forty-five (45) Days prior to completion of the reentry Phase/Stage of the program.	100%	Less than 100%	Reduce by the Contractor Per Diem Rate for each Day the Offender's Relapse Prevention Plan is not completed forty-five (45) Days prior to the Offender's completion of the reentry Phase/Stage of the program.
23.	The Contractor shall staff all Counselor III positions with certified employees, including special certifications and licenses. <i>*SAFPF Special Needs Only</i>	100%	Less than 100%	Reduce by the Average Daily Salary (Attachment A) for each Day the Counselor III remains vacant in excess of thirty (30) Days.
<b>ADDITIONAL COMPLIANCE STANDARDS FOR STATE JAIL SUBSTANCE ABUSE</b>				
24.	Offenders are placed in the appropriate program Tier based on Assessment results.	100%	Less than 100%	Reduce by the Contractor Per Diem Rate for each Day an Offender remains in the program past the number of Tier Days as determined by the Assessment score.
25.	The Contractor shall provide DWI Services to all eligible Offenders.	100%	Less than 100%	Reduce by \$100.00 for each identified Offender that the Contractor fails to provide DWI Services.

The Department has the right to withhold monthly Payment or temporarily suspend some or all of the Payment adjustments identified in the above table. Decisions to suspend Payment adjustments will be made by the TDCJ-PFCMOD Director and will be conveyed to the Contractor by letter. Decisions and notifications to reinstate Payment adjustments will be handled in a similar manner.

\*All programs include: Driving While Intoxicated (DWI); Substance Abuse Felony Punishment Facility (SAFPF); In-Prison Therapeutic Community (IPTC); State Jail Substance Abuse; Intermediate Sanction Facility (ISF).

## Average Daily Salary Schedule

Position Description	Base Year 1 FY18	Base Year 2 FY19	Option 1 Year 1 FY20	Option 1 Year 2 FY21	Option 2 Year 1 FY22	Option 2 Year 2 FY23	Option 3 Year 1 FY24	Option 3 Year 2 FY25
Program Supervisor/Program Director & Assistant Director	\$239	\$246	\$253	\$261	\$269	\$277	\$285	\$294
Substance Abuse Counselor III/Senior Counselor/Addiction Severity Index (ASI) Tester	\$193	\$199	\$205	\$211	\$218	\$224	\$231	\$238
Substance Abuse Counselor I & II/Counselor & Counselor Intern	\$183	\$188	\$194	\$199	\$205	\$212	\$218	\$224
Case Manager/Transitional Case Manager	\$183	\$188	\$194	\$199	\$205	\$212	\$218	\$224
Administrative Assistant/Coordinator/ Treatment Specialist /Intake Support Staff	\$150	\$155	\$159	\$164	\$169	\$174	\$179	\$185

**Texas Department of Criminal Justice  
Private Facility Contract Monitoring/Oversight Division  
Monthly Strength Report**

*Month:*

*Facility Name:*

<b>Date</b>	<b>Daily Ending Count</b>	<b>Psychological or Medical</b>	<b>Clients in Ad. Seg. or Parole Mod</b>
1st			
2nd			
3rd			
4th			
5th			
6th			
7th			
8th			
9th			
10th			
11th			
12th			
13th			
14th			
15th			
16th			
17th			
18th			
19th			
20th			
21st			
22nd			
23rd			
24th			
25th			
26th			
27th			
28th			
29th			
30th			
31st			

Classification Chief:

Printed Name

Signature

Warden:

Printed Name

Signature



## Texas Department of Criminal Justice

### Job Description (Minimum Qualifications for TDCJ Positions Listed Below)

Program Supervisor III  
Pre-Release or Inpatient  
Treatment  
(Program Director)

Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major coursework in a Behavioral Science, Criminal Justice or a related field preferred. Each year of experience as described below in excess of the required five (5) years may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Five (5) years full-time, wage-earning program administration or counseling experience.

Two (2) years full-time, wage-earning experience in the supervision of employees.

Current valid license as a Licensed Chemical Dependency Counselor (LCDC) by the Texas Department of State Health Services (DSHS), or current valid certification as a Certified Criminal Justice Professional (CCJP) by the Texas Certification Board of Addiction Professionals or current valid Qualified Credentialed Counselor (QCC) licensed to provide substance abuse treatment.

Must maintain valid license or certification for continued employment in position.

Program Supervisor I  
Treatment Coordinator  
(Asst. Program Director)

Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major coursework in a Behavioral Science, Criminal Justice or a related field preferred. Each year of experience as described below in excess of the required three (3) years may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Three (3) years full-time, wage-earning program administration or counseling experience.

Current valid license as a Licensed Chemical Dependency Counselor (LCDC) by the Texas Department of State Health Services (DSHS), or current valid certification as a Certified Criminal Justice Professional (CCJP) by the Texas Certification Board of Addiction Professionals or current valid Qualified Credentialed Counselor (QCC) licensed to provide substance abuse treatment.

Must maintain valid license or certification for continued employment in position.

Substance Abuse Counselor III  
Senior Counselor

Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major coursework in Criminal Justice, a Behavioral Science or a related field preferred. Each year of experience as described below in excess of the required four (4) years may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Four (4) years full-time, wage-earning experience in substance abuse treatment.

Current valid license as a Licensed Chemical Dependency Counselor (LCDC) by the Texas Department of State Health Services (DSHS), or current valid Qualified

Credentialed Counselor (QCC) identified by the Texas Department of State Health Services.

Must maintain valid license for continued employment in position.

Substance Abuse Counselor III  
Addiction Severity Index Tester

Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major coursework in Criminal Justice, a Behavioral Science, or a related field preferred. Each year of experience in excess of the required four (4) years may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Four (4) years full-time, wage-earning experience in substance abuse treatment.

Current valid license as a Licensed Chemical Dependency Counselor (LCDC) by the Texas Department of State Health Services (DSHS), or current valid certification as a Certified Criminal Justice Professional (CCJP) by the Texas Certification Board of Addiction Professionals or current valid license as a Licensed Professional Counselor (LPC) by the Texas Commission of Professional Counselors, or current valid license as a Licensed Psychological Associate (LPA) by the Texas Board of Psychological Examiners.

Must maintain valid license or certification for continued employment in position.

Substance Abuse Counselor II  
Substance Abuse Treatment  
Program  
(Counselor)

Graduation from an accredited senior high school or equivalent or GED.

Two (2) years full-time, wage-earning experience in substance abuse treatment or substance abuse education.

Current valid license as a Licensed Chemical Dependency Counselor (LCDC) by the Texas Department of State Health Services (DSHS), or current valid certification as a Certified Criminal Justice Professional (CCJP) by the Texas Certification Board of Addiction Professionals, or current qualifying credential to conduct counseling in a treatment environment.

Must maintain valid license or certification for continued employment in position.

Substance Abuse Counselor I  
Substance Abuse Treatment  
Program  
(Counselor Intern)

Graduation from an accredited senior high school or equivalent or GED.

Must have a current letter of registration as a Counselor Intern from the Texas Department of State Health Services (DSHS), or current valid certification as a Certified Criminal Justice Professional Applicant Status (CCJP-A) as approved by the Texas Certification Board of Addiction Professionals.

Selected applicants must obtain the Licensed Chemical Dependency Counselor (LCDC) license or the Certified Criminal Justice Professional (CCJP) certification within five (5) years from the date of their registration as a Counselor Intern or CCJP-A.

Must sign a Credential Contingency Agreement that will remain in effect only until the initially established expiration date. Failure to comply with this contingency statement will result in separation from employment. Credential Contingency Agreements will not be extended or renewed as a result of an employee's separation from employment or acceptance of another position.

Must maintain valid Counselor Intern status or CCJP-A certification for continued employment in position.

Case Manager III  
Transitional Case Manager

Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major coursework in Criminal Justice, Education, Social Work or a related field preferred. Each year of experience as described below in excess of the required one (1) year may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

One (1) year full-time, wage-earning case processing, counseling, Offender case management or social work experience.

Case Manager II  
Transitional Case Manager

Sixty (60) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major coursework in a Behavioral Science or a related field preferred. Each year of experience as described below in excess of the required one (1) year may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

One (1) year full-time, wage-earning case processing, counseling, Offender case management, or social work experience.

Administrative Assistant IV  
Pre-Release Selection and  
Intake Coordinator

Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major coursework in Criminal Justice, Psychology, Social Work or a related field preferred. Each year of experience as described below in excess of the required two (2) years may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Two (2) years full-time, wage-earning technical program support or Offender case management experience.

Administrative Assistant IV  
Quality Assurance Coordinator

Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major coursework in Criminal Justice, Psychology, Social Work or a related field preferred. Each year of experience as described below in excess of the required two (2) years may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Two (2) years full-time, wage-earning substance abuse treatment experience.

Current valid license as a Licensed Chemical Dependency Counselor (LCDC) by the Texas Department of State Health Services (DSHS), or current valid certification as a Certified Criminal Justice Professional (CCJP) by the Texas Certification Board of Addition Professionals, or current valid Qualified Credentialed Counselor (QCC) licensed to conduct counseling in a treatment environment.

Must maintain valid license or certification for continued employment in position.

**Note: CCJP are not qualified to supervise LCDC – Counselor Interns, but may supervise a CCJP-A.**

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**PRIVATE FACILITY CONTRACT MONITORING/OVERSIGHT DIVISION**  
**INSTRUCTIONS FOR MONTHLY POSITION VACANCY REPORT**

The **permanent** Control Number established by the Facility for each position on the current Staffing Plan defined in the Contract.

Position Control Number (PCN)

This Number should correspond with the Position Control Number (PCN) Listing.

The Position Title on the current Staffing Plan that corresponds to the departing and replacing employee.

Position Title

Name of the employee assigned to the PCN that is being removed from the PCN Listing. This may be as a result of a termination or promotion.

a. Departing Employee

Name of the employee being permanently assigned to the PCN. This may be as a result of a promotion or being newly hired. The assigned employee must meet the satisfactory completion of all requirements designated for the position.

b. Replacing Employee

The departing employee's last day on the job in a paid status or the last day of any paid leave entitlements, such as vacation leave. This includes employees placed in Military Leave status upon exhausting all paid leave entitlements.

1. Date Vacated

Positions filled by employees that are in an Administrative Leave status will be considered vacant once the fourteen (14) Day time period is exhausted. However, these positions should be listed on the Position Vacancy Report (PVR) immediately upon notification that Administrative Leave status begins, noting the specific leave status.

Positions filled by employees that are in a Workers' Compensation or Family Medical Leave (FML) status will be considered vacant once the twelve (12) week time period is exhausted. However, these positions should be listed on the PVR immediately upon notification that Workers' Compensation or FML status begins, noting the specific leave status.

2. Date Filled

Positions are to be reported filled on the Day following the completion of all requirements for the respective position based on Contract requirements.

3. Date Pre-Service/  
Orientation Completed

The date the replacing employee finishes Pre-Service training or orientation based on the requirements of the position.

A copy of the Pre-Service training certificate must be attached to the PVR for newly hired employees.

- 
- |                                      |  |
|--------------------------------------|--|
| 4. Date of Background Check Received | <p>The date on the pre-employment criminal history inquiry or notification letter from the Department concerning the results of a criminal background check.</p> <p><u>A copy of the of the pre-employment criminal history inquiry and if applicable the notification letter must be attached to the PVR.</u></p> |
|--------------------------------------|--|
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|---|--|
| 5. Date Pre-Employment Drug Test Received | <p>The date of notification that a satisfactory pre-employment drug test was received.</p> |
|---|--|
- 
- |                 |  |
|-----------------|--|
| 6. Date of Hire | <p>The date the employee is hired with the Contractor.</p> |
|-----------------|--|
- 
- |                                     |  |
|-------------------------------------|--|
| 7. Required Certification Completed | <p>Positions requiring certification must be designated as to whether the appropriate certification has been completed by indicating YES or NO.</p> <p><u>A copy of the certification must be attached to the PVR.</u></p> |
|-------------------------------------|--|
- 
- |   |  |
|---|--|
| 8. Date of Department Approval for Upper Level Management | <p>Upper level management positions require Department approval.</p> <p><u>A copy of the Department approval letter must be attached to the PVR.</u></p> |
|---|--|
- 
- |                       |  |
|-----------------------|--|
| 9. Date OJT Completed | <p>The date On-the-Job Training (OJT) is completed. This may occur after the position is filled.</p> |
|-----------------------|--|
- 
- |                                    |   |
|------------------------------------|---|
| 10. Number of Days Position Vacant | <p>The calculation starts the Day after the position has been vacated and ends on the Day prior to the date filled.</p> |
|------------------------------------|---|
-

# Position Vacancy Report

Facility Name: \_\_\_\_\_

Month Of: \_\_\_\_\_

Category of Staff (Security, Support Ops & Programs, etc):											
Position Control Number (PCN)	Position Title	a. Departing Employee	1. Date Vacated								
		b. Replacing Employee	2. Date Filled	* 3. Date Pre Service / Orient Completed	* 4. Date of Background Check Rec'd	5. Date of Pre Emp Drug Test Rec'd	6. Date of Hire	* 7. Required Certification Completed	* 8. Date of Department Approval for Upper Lvl Mngmt	9. Date OJT Complete	10. Number of Days Position Vacant
		a.									
		b.									
		a.									
		b.									
		a.									
		b.									
		a.									
		b.									
		a.									
		b.									
		a.									
		b.									

I hereby confirm that the above information is accurate and correct. This report may be used in calculating fiscal sanctions regarding position vacancies.

Preparer: \_\_\_\_\_

Total Positions in Staffing Plan: \_\_\_\_\_

Total Vacant: \_\_\_\_\_

Total Filled: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Program Director

Signature &amp; Date: \_\_\_\_\_

Program Director

\*Copies of Pre-Service Training Certificates, Background Checks and Required Certifications must be attached for all positions filled during the month.

Positions filled by promotion of current staff should be indicated by writing promotion through #3-6.

Copies of approval letters must be attached for all newly filled Upper Level Management positions.

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**PRIVATE FACILITY CONTRACT MONITORING/OVERSIGHT DIVISION**  
**INSTRUCTIONS FOR MONTHLY POSITION CONTROL NUMBER LISTING**

The **permanent** Control Number established by the Facility for each position on the current Staffing Plan as defined in the Contract.

Position Control Number (PCN): This number should correspond with the Position Control Number (PCN) Listing.

An employee can only fill one PCN.

Position Title: The **Position Title** on the current Staffing Plan that corresponds to the departing and replacing employee.

FTE: The **Full Time Equivalency** (FTE), from the current Staffing Plan. Total FTEs from the PCN Listing should equal the Staffing Plan.

Employee Name: First and Last name of the incumbent in the respective PCN. If the position is vacant, indicate vacant and the name of the departing employee. Example: VACANT – Smith, Judy.

Social Security Number: The employee's nine (9) digit Social Security number.

Date of Birth: The employee's date of birth, including the month, day and year (mm/dd/yy).

Date of Hire: The date the employee is hired with the Contractor.

Date Filled: Positions are to be reported filled on the day following the completion of all requirements for the respective position based on contract requirements.

The departing employee's last day on the job in a paid status or the last day of any paid leave entitlements, such as vacation leave. This includes employees placed in Military Leave status upon exhausting all paid leave entitlements.

Date Vacated: Positions filled by employees that are in an Administrative Leave status will be considered vacant once the fourteen (14) Day time period is exhausted. However, these positions should be listed on the Position Vacancy Report (PVR) immediately upon notification that Administrative Leave status begins, notating the specific leave status.

Positions filled by employees that are in a Workers' Compensation or Family Medical Leave (FML) status will be considered vacant once the twelve (12) week time period is exhausted. However, these positions should be listed on the PVR immediately upon notification that Workers' Compensation or FML status begins, notating the specific leave status.

**Requirements** (Reference Exhibit I for example)

Filled, Current Reporting Month: Highlight **Pink** if the position was **filled** in the **current** reporting month.

Vacated, Current Reporting Month: Highlight **Blue** if position was **vacated** in the **current** reporting month.

Vacated, Previous Reporting Month: Highlight **Yellow** if the position was **vacated** in the **previous** month.

All other Positions: All other positions filled in previous months will not be highlighted.

**NOTE: Please ensure highlighted rows remain clear and legible**

**Exhibit I: EXAMPLE**

Position Control Number (PCN) Listing								
Facility Name: _____								
Month & Year: Mar-16			Note: Additional rows are hidden and may be utilized as needed to list additional information.					
PCN	POSITION TITLE	FTE	EMPLOYEE NAME	SOCIAL SECURITY NUMBER	DATE OF BIRTH	DATE OF HIRE	DATE FILLED	DATE VACATED
<b>SECURITY OFFICERS</b>								
AB01	Correctional Officer	1.0	Mickey Mouse	459-25-3140	11/05/83	02/16/16	03/02/16	
AB02	Correctional Officer	1.0	Sam Moon	457-25-3121	11/29/83	04/25/14	05/25/14	
AB03	Correctional Officer	1.0	Simon Chipmunk	456-25-3210	04/21/85	02/01/15	03/11/15	
AB04	Correctional Officer	1.0	Donald Duck	458-73-6140	03/25/89	01/25/15	03/11/15	
AB05	Correctional Officer	1.0	Vacant - Daffy Duck	459-25-2931	02/10/78	02/25/12	04/01/12	03/04/16
AB06	Correctional Officer	1.0	Vacant - Minnie Mouse	453-21-2591	03/10/52	03/25/11	05/25/11	02/10/16
AB07	Correctional Officer	1.0	Daisy Duck	458-75-2564	02/18/62	02/01/09	03/21/09	
AB08	Correctional Officer	1.0	Charlie Brown	458-21-5689	01/25/88	10/16/15	11/21/15	
AB09	Correctional Officer	1.0	Bart Simpson	458-96-2150	05/20/85	09/01/15	10/01/15	





## SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

#### K.1.1 Definition

- A. "Historically Underutilized Business" means an entity with its principal place of business in this state that is:
1. A corporation formed for the purpose of making a profit in which fifty-one percent (51%) or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged Persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
  2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged Person;
  3. A partnership formed for the purpose of making a profit in which fifty-one percent (51%) or more of the assets and interest in the partnership are owned by one or more economically disadvantaged Persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
  4. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or
  5. A supplier contract between a HUB, as determined under another paragraph of this subdivision, and a prime Offeror under which the HUB is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- B. "Economically Disadvantaged Person" means a Person who is economically disadvantaged because of the Person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans, and Service Disabled Veterans and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the Person has no control.

#### K.1.2 HUB Representation

The Offeror represents and certifies as part of its proposal that it [ ] is, or [X] is not, a HUB certified by the Texas Statewide Support Services Division.

### K.2 CHILD SUPPORT REPRESENTATION

- A. Under Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) Days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials or services.

- B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural Person capable of being a child support obligor, are not subject to Texas Family Code, Section 231.006.

Check ONE:

  X   Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural Person capable of being a child support obligor therefore IS NOT subject to Texas Family Code, Section 231.006.

       Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural Person capable of being a child support obligor therefore IS subject to Texas Family Code, Section 231.006.

If subject to Texas Family Code, Section 231.006, a proposal must include names and social security numbers of each Person with at least a twenty-five percent (25%) ownership of the business entity submitting a proposal.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
SSN

The Offeror certifies that the individual or business entity named in this proposal is not eligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

### K.3 FRANCHISE TAX REPRESENTATION

The Offeror represents and certifies, as part of its proposal that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

### K.4 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

A. It operates as ☒ a corporation incorporated under the laws of the State of Delaware, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization or ☐ a joint venture, or

B. If the Offeror is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

### K.5 PREFERENCE CLAIM

In accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule 20.306, the Offeror shall check below if claiming a preference. If the

appropriate line is not marked, a preference will not be granted unless other documents included in the proposal show a right to the preference.

#### **K.5.1 Source and Specification Preferences**

- ☐ Products of Persons with mental or physical disabilities.
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel.
- ☐ Energy efficient products.
- ☐ Rubberized asphalt paving material.
- ☐ Recycled motor oil and lubricants.

#### **K.5.2 Tie-Bid Preferences**

- ☐ Goods produced or offered by a Texas Resident Bidder that is owned by a Texas Resident Service Disabled Veteran.\*
- ☐ Goods produced in Texas or offered by a Texas Resident Bidder that is not owned by a Texas Resident Service Disabled Veteran.\*
- ☐ Agricultural products produced or grown in Texas.
- ☐ Agricultural products or services offered by Texas Resident Bidders.\*
- ☐ Services offered by a Texas Resident Bidder that is owned by a Texas Resident Service Disabled Veteran\*
- ☐ Services offered by a Texas Resident Bidder that is not owned by a Texas Resident Service Disabled Veteran\*.
- ☐ Texas Vegetation Native to the Region.
- ☐ USA produced supplies, materials, equipment or agricultural products.

#### **K.5.3 Additional Preferences**

- ☐ Products produced at facilities located on formerly contaminated property.
- ☐ Products and services from economically depressed or blighted areas.
- ☐ Vendors that meet or exceed air quality standards.
- ☐ Recycled or reused computer equipment of other manufacturers.
- ☐ Foods of higher nutritional value (for consumption in a public cafeteria only).

\*By signing this proposal, the Offeror certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in Texas Government Code, Section 2155.444(c).

### **K.6 REPRESENTATIONS OF OFFEROR**

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

#### **K.6.1 Organization and Qualification**

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

**K.6.2 Authorization**

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

**K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

**K.6.4 No Defaults under Agreements**

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.5 Compliance with Laws**

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.6 No Litigation**

- A. The Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.
- B. The Offeror further certifies that no labor disturbance by the employees of the Offeror exists or is imminent which may be expected to materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

- C. Prior to the Department making an award of this Contract, the Department may require the Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract.
- D. During the term of this Contract, to include extensions hereof, the Offeror shall notify the Department in writing within five (5) Days of the Offeror having received knowledge of any actions, suits or proceedings filed against the Offeror, or any of its employees, or to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:
  - 1. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;
  - 2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract;
  - 3. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract; and
  - 4. The Contractor shall provide in writing, to the Contract Specialist, a quarterly report listing litigation identified in the above requirements.

**K.6.7 Taxes**

- A. The Offeror has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.
- B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.
- C. The Contractor represents and warrants that is shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Contractor or its employees.

**K.6.8 Financial Statements**

- A. The Offeror has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum, the following financial information:
  - 1. Audited balance sheet;
  - 2. Statement of income; and
  - 3. Any changes in financial position of the company.
- B. This statement fairly presents the financial position of the Offeror at the date shown and the results of its operations for the period covered, and has been prepared in conformity

with GAAP applied on a consistent basis, except as discussed in the notes to the financial statement.

**K.6.9 No Adverse Change**

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

**K.6.10 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

**K.6.11 No Collusion**

- A. The 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 the Offeror engaged to assist it with respect to such response or submission.
- B. Neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other Person engaged in such line of business.

**K.6.12 Ethics**

**K.6.12.1 Conflict of Interest**

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of State officers and employees who interact with public purchasers in the conduct of State business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or proposal for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a Person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other State Agencies.

**K.6.12.2 Disclosure of Interested Parties**

In accordance with Texas Government Code, Section 2252.908, a government entity or State Agency may not enter into a contract valued at \$1,000,000 or greater with a business entity

unless the business entity, in accordance with, Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3, and 46.5, submits a Disclosure of Interested Parties to the government entity or State Agency at the time the business entity submits the signed Contract to the government entity or State Agency.

The Disclosure of Interested Parties must be submitted on a form, and in a manner prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

#### **K.6.12.3 No Gratuities**

The Offeror represents 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 submitted proposal.

#### **K.6.13 No Compensation**

Pursuant to Texas Government Code, Section 2155.004, the Offeror has not received compensation for participation in the preparation of the specifications for this proposal. Under Texas Government Code, Section 2155.004, the Offeror certifies that the individual or business entity named in this proposal 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.

#### **K.6.14 Contracting with Executive Head of State Agency**

- A. The Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003, relating to contracting with the executive head of a State Agency.
- B. If Texas Government Code, Section 669.003 applies, the Offeror shall complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Date of Employment with Offeror: \_\_\_\_\_

#### **K.6.15 Limitation on Employment of Former State Officers**

The Offeror represents that they are in compliance with Texas Government Code, Section 572.069, relating to employment of a former State officer or employee. A former State officer or employee of the Department, who during the period of state service or employment participated on behalf of the Department on a procurement or contract negotiation involving a business entity may not accept employment from that business entity before the second anniversary of the date the officer's or employee's service or employment with the Department ceased.

**K.6.16 Notification**

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

**K.6.17 Suspension, Debarment and Terrorism**

The Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM) at <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

**K.6.18 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster after September 24, 2005**

Pursuant to Texas Government Code, Section 2261.053, a State Agency may not accept a proposal or award a Contract, that includes proposed financial participation by a Person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or accessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, Katrina or any other disaster occurring after September 24, 2005. Under Texas Government Code, Section 2261.053, the Contractor certifies that the individual or business entity named in this proposal 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.

**K.6.19 Deceptive Trade Practices; Unfair Business Practices**

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

**K.7 REPRESENTATIONS OF THE DEPARTMENT**

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

**K.7.1 Authorization**

The Department has the requisite power to enter into this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance hereof.



**K.7.2 No Violation of Agreements**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other Governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

**K.7.3 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the Services required under this Contract that would increase the cost to the Offeror of providing such Services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

**K.8 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following Persons are authorized to negotiate on its behalf with the Department in connection with this Request for Proposal (RFP): (list names, titles and telephone numbers of the authorized negotiators).

Scott Marquardt, President – (801) 693-2800

Bernie Warner, Sr. VP., Corrections (801) 693-2850

Michael Bell, Vice President, Corrections Region III – (801) 693-2967

**K.9 PAYEE IDENTIFICATION NUMBER**

The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its Payee Identification Number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification Number.

Payee Identification Number: \_\_\_\_\_ or

Federal Taxpayer Identification Number: 87-0365322

**K.10 POINT OF CONTACT**

The Offeror shall provide the name, title, phone number, fax number, address, and e-mail address of a point of contact for questions concerning the submitted proposal.

Name: Scott Marquardt Title: President

Phone Number: (801) 693-2800 Fax Number: (801) 693-2900

Street Address: 500 N. Marketplace Drive

City: Centerville State: UT Zip Code: 84014

E-mail Address: Marquardt@mtctrains.com


**K.11 CERTIFICATION**

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Offeror.

The Offeror makes the foregoing Representations and Certifications as part of its proposal.

Management & Training Corporation  
Name of Offeror

696-PF-16-P027  
Solicitation No.

  
Signature of Authorized Individual

April 20, 2017  
Date

Scott Marquardt  
Typed Name of Authorized Individual

Note: The penalty for making false statements shall void the submitted proposal or any resulting Contracts, and the Offeror shall be removed from all bid lists

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