

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
CONTRACT FOR REENTRY PROGRAM**

This Contract is entered into by and between the Texas Department of Criminal Justice (TDCJ), hereinafter “Department”, and _____ hereinafter “Contractor,” pursuant to Texas Government Code, Sections 493.009, 508.119, 508.316 and 2155.140; Texas Administrative Code Title 25, Part 1, Chapter 448, Subchapter I, Rule 448.911; and in accordance with U.S. Department of Justice Grant BJA-2018-13607.

I. CONTRACTING PARTIES

Department: **Texas Department of Criminal Justice (TDCJ)**

Contractor: _____

II. GENERAL DUTIES AND OBLIGATIONS

- A. The Department requires the Contractor to provide all necessary personnel, services, and otherwise do all things necessary for, or incidental to, establishing pilot sites for a Comprehensive Opioid Abuse Program – Technology Assisted Treatment (COAPTAT) for clients who have used or abused opioids and are returning to a rural county, or surrounding one of the four cities (*Amarillo, Longview, Odessa, and Texarkana*) listed in the nation’s top 25 cities identified as having opioid abusers. Texas counties may include, but are not limited to: *Angelina, Bowie, Camp, Cass, Cook, Delta, Ector, Fannin, Franklin, Grayson, Gregg, Harrison, Hopkins, Houston, Hunt, Jasper, Kaufman, Lamar, Marion, Midland, Morris, Navarro, Nacogdoches, Newton, Nueces, Panola, Polk, Potter, Red River, Rockwall, Rusk, Sabine, San Augustine, San Jacinto, Shelby, Titus, Trinity, Tyler, and Upshur.*
- B. The Department shall provide the equipment and technology assisted products needed to provide the COAPTAT services.
- C. The Contractor shall provide services in compliance with applicable rules, regulations, policies, procedures and laws.
- D. The Contractor shall provide technology assisted treatment to expand the continuum of care for clients who need quality programming for opioid abuse, but lack the resources (i.e. transportation, recovery support) to obtain the services.
- E. Eligible clients shall be those with an identified opioid use referred by the Department who participated in an in-prison substance use treatment program that do not have access to an aftercare program to meet their recovery needs after release. Eligible clients will also include clients who may not meet the in-prison substance use treatment program requirements but are in need of outpatient substance use treatment and do not have the resources to do so (i.e. transportation).

- F. The Contractor shall utilize web-based behavioral interventions. Web-based interventions shall be offered as a “stand-alone treatment” delivered over a structured period of time (i.e., 12 weeks) via technology.
- G. Web-based intervention shall also include a “clinician extender” option. The clinician extender allows the clinician to assign various therapeutic interventions that are technology-based to complement other services.
- H. The Contractor shall utilize processes allotted by the grant (i.e., utilization of monitoring devices) to enhance the services.
- I. The Contractor shall work with the client to ensure the client has the means (i.e., technology etc.) to participate in this level of service.
- J. The Contractor shall provide technology assisted treatment in the form of individual and group sessions.
- K. The Contractor shall designate the licensed or certified counselor(s) qualified to provide substance use treatment, to work with clients participating in the COAPTAT project.
- L. The Contractor shall ensure that the designated counselor(s) review and become familiar with the Substance Use Disorders (SUD) Tech Curriculum Training located at: <http://sudtech.org/> to help them understand more about the uses and benefits of technology assisted care and how it can be used to increase the effectiveness and reach of treatment for substance use.
- M. The Contractor shall provide technology assisted treatment services to a total of twenty-five (25) clients per year, averaging twelve (12) to thirteen (13) per caseload every six (6) months, for a total of three (3) years.
- N. Clients selected to participate in the technology assisted treatment project will participate over a six (6) month period. The six (6) months of services shall be conducted in the following intervals:
 - 1. The first ninety (90) days of treatment services, shall consist of individual sessions utilizing a Cognitive-Based Therapy (CBT) curriculum and Motivational Interviewing (MI).
 - 2. Individual sessions shall be conducted in intervals of two (2) thirty (30) minute sessions per week.
 - 3. Thirty (30) days prior to the end of the first ninety (90) days, the designated counselor shall assign the client to a recovery group based on the client’s needs addressed during treatment.

4. The last ninety (90) days of treatment, services shall consist of recovery tracking/support services group sessions conducted in intervals of two (2) one (1) hour sessions per week.
- O. The Contractor shall utilize the Computer-Based Training for Cognitive Behavioral Therapy (CBT4CBT) curriculum developed by the National Institute on Drug Abuse (NIDA) and Substance Abuse and Mental Health Services Administration (SAMHSA), located at: <http://www.cbt4cbt.com/about-cbt4cbt/>. Additional or supplemental curriculum must be approved by the Department.
- P. The Contractor shall utilize the Treatment Research Institute (TRI) Recovery Tracking System to prepare the client for transition into the recovery tracking/support stage of the project. The TRI's Recovery Track is designed as a data collection approach that clinicians can easily incorporate into their usual practice. The clinical use includes, but is not limited to: individual case-level reports in the system to help problem solve with the client; motivate the client; support or encourage certain activities or behaviors; support relapse prevention strategies; track progress to adapt care; support implementation of evidence-based practices (e.g., MET, CBT, etc.).
- Q. The Contractor shall maintain a client treatment file onsite for each client participating in the COAPTAT services. The file shall contain all documentation that is pertinent to the client's participation in the COAPTAT, and any relevant information identified by the Department.
- R. The Contractor shall maintain on file a copy of TRI Recovery Track Reports utilized, and make available to the Department upon request.
- S. The Contractor shall complete a "Client Participation Summary" provided by the Department for each client participating in the COAPTAT services.
- T. The Contractor shall develop a schedule of treatment and recovery services for the project that contains the time, dates, and types of service offered to the client. A copy of the treatment schedule shall be approved by the Department prior to utilization.
- U. The Contractor shall work with the Department to identify a space within their organization for the technology assisted equipment that will be conducive to conducting individual treatment sessions. The Contractor shall make available a staff member qualified to assist with the installation and setup of the COAPTAT equipment or web-based applications.
- V. The Contractor shall work in conjunction with the Department to establish written protocols to govern the use of any technology to ensure long-term use and to maintain confidentiality and privacy. The Department shall have the final approval of protocols established by the Contractor for the COAPTAT services.
- W. The Contractor shall ensure the clients receive appropriate care in accordance with the Contract requirements without interruption or delay.

- X. The Contractor shall identify and coordinate Recovery Support Services for the project clients.
- Y. The Contractor will work in conjunction with the Department to identify backup alternatives for treatment to address issues that may occur to disrupt services (i.e. poor or failed internet connections, etc.).
- Z. The Contractor shall work with the Department to determine the project sustainability potential.
- AA. The Contractor shall track and submit monthly reports by the 5th of the following month, regarding project activities in a format determined by the Department, which shall, at a minimum include, but are not limited to, the following:
 - 1. Number of clients participating in the technology assisted treatment;
 - 2. Type of opioid drug used/abused;
 - 3. Number of clients successfully completing the technology assisted treatment;
 - 4. Number of clients unsuccessful program exits (for this project, “unsuccessful program exits” is defined as clients who enrolled into the technology assisted treatment, participated, but did not complete all requirements of the services);
 - 5. Number of clients receiving Recovery Support Services and the types of recovery services received;
 - 6. Number of rural counties serviced as a part of the project;
 - 7. Number of hours/sessions in which the client participated;
 - 8. Rate of recidivism for the clients who have successfully or unsuccessfully exited the program; and
 - 9. Any information deemed necessary or requested by the Department to track and report the client’s progress.
- BB. The program shall have a base of recovery support partners (i.e., Recovery Oriented Systems of Care [ROSC], etc.) to jointly provide post-release services to clients with opioid use issues.
- CC. The Contractor shall be reimbursed a one-time fee for the installation of the TRI Recovery Tracking Software. Additionally, the Contractor shall be paid per user, per month.
- DD. Any equipment that becomes damaged or missing shall be reported to the Department in writing immediately. If the equipment becomes damaged as a result of negligence on the part of the Contractor or if the Contractor fails to report damaged or lost

equipment, the Contractor shall be responsible for the cost to replace or repair the equipment. The Department shall determine fair market value. In the event the Contractor received some form of reimbursement or compensation for loss or damage to assets purchased with Department funds, the proceeds must be used to replace or repair such assets. All equipment purchased with grant funds will remain the property of the Department at the conclusion of this Contract. This includes acquisitions through lease-purchase agreements. The Department shall not pay for storage fees.

- EE. All applicants for employment by the Contractor (including consultants and independent contractors and their employees and agents who are paid with Department funds) shall be subject to a criminal background check, coordinated and conducted by the Department, prior to being hired by the Contractor. It is agreed that outside applicants who have criminal charges pending or who have any outstanding warrants will be considered ineligible for employment consideration by the Contractor, in accordance with the Department Executive Directive, PD-75 (Applicants with Pending Criminal Charges or Prior Criminal Convictions), as revised. A nominal fee will be charged to the Contractor for these criminal background checks. An additional fee will be charged for any resubmission requests that have exceeded thirty (30) days. In addition to the background investigation reports, the Contractor shall maintain in each personnel file the Department's Texas Criminal Information Center/National Criminal Information Center (TCIC/NCIC) Pre-Employment Inquiry Results Letter, one complete Criminal History Record reflecting the fingerprint analysis and a satisfactory pre-employment drug test on each employee in compliance with the Department Executive Directive, PD-17 (Drug Free Workplace).

- FF. The Contractor shall submit an annual criminal background check request to the Department for each employee (including consultants, independent contractors and their employees and agents who are paid with Department funds) in the month designated by the Department. A nominal fee may be charged for the annual criminal background checks. A copy of the annual background check shall be maintained in the employees' personnel file.

- GG. The Contractor shall not employ any person who has received any conviction for a misdemeanor or felony offense, or an equivalent offense under the Uniform Code of Military Justice, and who is not currently incarcerated, in accordance with PD-75, as revised. This includes any employee employed by the Contractor at the time of the award. The Contractor shall notify the Department within seventy-two (72) hours of an employee's arrest.

The Contractor shall not employ any persons with felony or misdemeanor (A, B, or C) conviction or Department Offenders without the consent and written approval of the Department prior to being assigned to the program in accordance with PD-75.

- HH. The Contractor shall provide the Department with a current list of all employees including position title and other identifying classification at the beginning of each fiscal year. The Contractor shall maintain an inventory of all equipment issued by the Department. Inventory lists shall include complete descriptions of items, serial numbers, model numbers and location of each item of capitalized and non-capitalized

equipment. All equipment shall be identified as property of the Department. Inventory updates shall be completed by the Contractor on a quarterly basis and submitted in writing to the Department.

III. TERM OF CONTRACT

The Contract will consist of a Base Period (Upon Signature of Both Parties through August 31, 2019), unless terminated sooner under the provisions in Section XIX, Default and Termination. The Contract may be extended for two (2) one (1) year renewal Option Periods (September 1, 2019 through August 31, 2020 and September 1, 2020 through August 31, 2021) upon written agreement of both parties.

IV. 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, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office, or its successor, in the conduct of the audit or investigation, including providing all records requested. 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. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.
- B. The Contractor shall participate in program evaluation and fiscal audit conducted by the Department, as deemed necessary.

V. 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. 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.

VI. 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 Executive Director has designated the Chief Financial Officer to act in his/her behalf on matters requiring signature approval of the Authorized Representative. The TDCJ-RPD Director has been designated as the Authorized Representative to act on behalf of the Chief Financial Officer 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) or his/her designated representative (Chief Financial Officer) 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 or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, 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.

VII. CONTRACT SPECIALIST

- A. Contract Specialist
 - 1. The Contract Specialist for administration of this Contract is Lynne Piippo.
 - 2. The telephone number for the Contract Specialist is (936) 437-7130.
 - 3. The fax number for the Contract Specialist is (325) 223-0310.
 - 4. The e-mail address for the Contract Specialist is lynne.piippo@tdcj.texas.gov.
 - 5. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes and issuance of written changes/modifications to this Contract.

VIII. BILLING AND PAYMENTS

- A. Payment for Services
 - 1. The Contractor agrees to establish controls that ensure the expenditures charged to program activities are allowable under the provisions of Attachment B, Pricing.

The Contractor shall be liable to the Department for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by the Contractor that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to the Department within thirty (30) working days.

2. 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. The Contractor may offer prompt payment discount(s), 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 payments. Prompt payment discounts and payment terms must be stated on each invoice.
3. The Department shall require the Contractor to provide monthly detailed invoices within ten (10) working days following the end of the reporting period.
4. The original invoice shall be submitted to the Office designated below:

TDCJ – Rehabilitation Programs Division
Attention: Candace Carter, Accountant V
Two Financial Plaza, Suite 370
Huntsville, Texas 77340
5. The Department reserves the right to deny payment for any services performed more than forty-five (45) days from the date of the invoice.
6. The Contractor shall develop, implement, and maintain a financial management and control system that includes the development of a three (3) year budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by the Department prior to the exaction thereof. The Contractor shall expend any and all funds disbursed by the Department only in accordance with the approved Program Budget.
7. Questionable Expenditures. The Contractor is prohibited from expending any funds received hereunder for illegal purposes. The Contractor is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

B. Payments

1. It is recommended that the Contractor receive payments via Electronic Funds Transfer (EFT), also known as Direct Deposit.
2. 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
Accounts Payable
P.O. Box 4018
Huntsville, Texas 77342-4018

3. 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.
4. 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.
5. 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:

C. Late Payment

Any amount owed to the Contractor more than one (1) day beyond the date such amount is due, as described in Section VIII.A.2 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.

D. Withholding of Payments

The Department reserves the right to withhold funds or require the return of funds in the case of non-compliance with the Department's regulations, standards and policies.

E. 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.

F. 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.

IX. 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 Rating 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, \$500,000.00 per each accident; and
 - b. By disease, \$500,000.00 per employee with a per policy aggregate of \$500,000.00.
 - 2. **Commercial Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit \$1,000,000.00 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 \$1,000,000.00 per occurrence, and \$2,000,000.00 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 \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
 5. **Commercial Crime Insurance** to cover losses from Employee Dishonesty with a minimum limit of \$1,000,000.00 each occurrence endorsed to cover third party property. The Department must be a joint loss payee.

NOTE: If the insurance described in 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.

- E. 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:
1. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
 2. 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.
 3. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.
 4. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
 5. Ensure that all certificates of insurance identify the service or product being provided and the name of the responsible party.
 6. 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.

7. All insurance coverage obtained by the Contractor shall continue in full force and effect during the term of the Contract. 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 date on which the services of the Contractor shall commence.
8. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five percent (5%) of the required yearly aggregate limit of coverage.
9. The Contractor is responsible for the first (1st) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
10. 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.
11. 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.

X. 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 this Contract 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 omission 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 Contractor shall include Non-Discrimination and Authority to Audit Clauses in all subcontracts.
 - 6. 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.

XI. HISTORICALLY UNDERUTILIZED BUSINESSES (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 Attachment E.
- 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, the Department’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] day of the following month) the Prime Contractor Progress Assessment Report, which is included with Attachment E.

XII. 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 all applicable federal and State laws, including Texas Government Code, Section 411.083, and 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 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 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.

XIII. 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 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.

XIV. RECORDS RETENTION

The Contractor must retain all financial records, including supporting documents, statistical records, and any and other records or books, relating to the contractor’s performance under the Contract. These records must be maintained in accordance with the TDCJ Records Retention Schedule. The Contractor will grant access to all books, records, and documents pertinent to the Contract to the TDCJ, SAO, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

XV. 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, fax 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.

XVI. FREE EXERCISE OF RELIGION

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

XVII. 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.

XVIII. ADVERTISING OF AWARD

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

XIX. DEFAULT AND TERMINATION

In the event the Contractor fails to fulfill its contractual obligations as set forth herein, the Department shall provide written notification to the Contractor that possible breach of Contract has occurred. The Contractor shall submit a mutually agreeable solution to the Department within twenty (20) days of notification. If an agreeable solution cannot be reached within twenty (20) days of notification, the Department reserves the right to terminate this Contract upon ten (10) days written notice to the Contractor.

Either party may terminate this Contract, without cause, upon fifteen (15) days prior written notice to the other party.

Within twenty (20) days after the effective date of termination, the Contractor shall submit its statement for services rendered prior to the date of termination.

XX. REMEDY OF CONTRACTOR

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

XXI. 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 claims 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 Texas Government Code, Chapter 2260, 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.

XXII. INDEMNIFICATION OF THE DEPARTMENT

A. Acts or Omissions

The Contractor shall indemnify and hold harmless the State of Texas, the Department, 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, and 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.

B. Infringements

1. The Contractor shall defend, indemnify, and hold harmless the Department and the State of Texas from and against any and all claims, violations, misappropriations or infringement of any patent, trademark, copyright, trade secret or other intellectual property rights and/or other intangible property, publicity or privacy rights, and/or in connection with or arising from: (1) the performance or actions of the Contractor pursuant to this Contract; (2) any deliverable, work product, configured Service or other service provided hereunder; and/or (3) the Department's and/or the Contractor's use of or acquisition of any requested Services or other items provided to the Department by the Contractor or otherwise to which the Department has access as a result of the Contractor's performance under the 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 attorney's fees. The defense shall be coordinated by the Contractor with the Office of the Texas Attorney General (OAG) 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 OAG. In addition, the Contractor will reimburse the Department and the State of Texas for any claims, damages, costs, expenses, or other amounts, including, but not limited to, attorney's fees and court costs, arising from any such claim. If the Department determines that a conflict exists between its interests and those of the Contractor or if the Department is required by applicable law to select separate counsel, the Department will be permitted to select separate counsel and the Contractor will pay all reasonable costs of the Department's counsel.
2. The Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by:
 - a. Use of the product of service for a purpose or in a manner for which the product or service was not designed;
 - b. Any modification made to the product without the Contractor's written approval;
 - c. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
 - d. Any intellectual property right owned by or licensed to the Department; or

- e. 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.
- D. Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity
- 1. 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.
 - 2. 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 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. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

XXIII. 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.

XXIV. 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.

XXV. 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 paragraphs 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.

XXVI. 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.

XXVII. 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, clients or providers who have or are perceived to have a disability because AIDS/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.

XXVIII. CONFIDENTIALITY AND OPEN RECORDS

- A. 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.
- B. 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.

XXIX. CONTRACT CHANGES

This Contract and any written modifications constitute the sole agreement of the Contractor and the Department. Any oral agreements or understandings outside the terms of this Contract shall be void.

XXX. 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.

XXXI. 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.

XXXII. NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to 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 XXI.

XXXIII. 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.

XXXIV. 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.

XXXV. 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/>.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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 or by e-mail.

Notices to the Department shall be sent to:

Lynne Piippo, Contract Specialist
Texas Department of Criminal Justice
Contracts and Procurement Department
Client Services and Governmental Contracts Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340
lynne.piippo@tdcj.texas.gov

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.

XXXIX. SUBSTITUTIONS

Substitutions are not permitted without written approval of the Department.

XL. 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.

XLI. ANTITRUST AFFIRMATION

The Contractor shall confirm, under penalty of perjury of the laws of the State of Texas that: (1) in connection with this Contract, neither the Contractor nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code, Chapter 15; (2) in connection with this Contract, neither the Contractor nor any representative of the Contractor have violated any federal antitrust law; and (3) neither the Contractor nor any representative of the Contractor have directly or indirectly communicated any of the contents of this Contract to a competitor of the Contractor or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Contractor.

XLII. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

The Contractor certifies that the representations and certifications included as Attachment C are true and accurate.

PROPOSAL PREPARATION INSTRUCTIONS AND NOTICES**I. AMENDMENTS TO SOLICITATIONS**

- A. If this Solicitation is amended all terms and conditions which are not modified remain unchanged.
- B. The Department will post amendment(s) to this Solicitation for downloading in .pdf format via the Texas Electronic State Business Daily (ESBD) at the following address: <http://www.txsmartbuy.com/sp>.
- C. Offerors shall acknowledge receipt of all amendment(s) to this Solicitation by signing and returning the amendment(s); identifying the amendment number and date in the space provided for this purpose on Page 1, Block 8 of the Solicitation, Offer and Award form; or by letter or e-mail.
- D. The Department must receive the acknowledgment by the date and time specified for receipt of the proposals.
- E. Failure to acknowledge amendment(s) may subject the proposal to rejection.

II. CONTRACT AWARD

- A. The Department will award a Contract resulting from this Solicitation to the responsible Offeror whose proposal, conforming to this Solicitation, will be most advantageous to the Department. Cost or price, technical and other factors, specified elsewhere in this Solicitation, considered.
- B. The Department may (a) reject any or all proposals if such action is in the public interest, (b) accept other than the lowest priced proposal, and (c) waive minor informalities and minor irregularities in proposals received.
- C. A written award or acceptance of a proposal, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the proposal, shall result in a binding Contract without further action by either party.

III. SUBMISSION OF PROPOSALS

- A. It is the Offeror's responsibility to ensure that the proposal and amendments are delivered to the address shown on Page 1, Block 5 of the Solicitation, Offer and Award form by the hour and date specified. Any proposal received at the designated location after the exact date and time specified will not be considered. Proposals cannot be altered, amended or modified by fax, e-mail or otherwise after the closing date and time. Alterations made before the closing date and time should be initialed by the Offeror or its authorized agent. Proposals cannot be withdrawn after the closing date and time without approval by the Department based on an acceptable written reason.
- B. The Offeror must complete and sign all required forms, including all required written material, by the proposal closing date and time. Each package received must be marked with

the Department's Solicitation number. Each page of the proposal must include the name of the Offeror making the proposal.

- C. The Offeror must clearly indicate if any of the information contained in the proposal is confidential or proprietary in nature, by applying a legend to the page that indicates confidential or proprietary information is contained on said page. The Offeror must indicate which paragraph contains confidential or proprietary information by inserting the words "confidential/proprietary information" in bold type, enclosed by parentheses, at the beginning of the paragraph containing such information. **E-mailed or faxed proposals will not be accepted.**
- D. Proposals must be typed or printed on standard letter paper (8-1/2" x 11"), pages numbered, a table of contents included and sections clearly tabbed.
- E. Proposals shall be submitted in three (3) volumes as described below. Offerors are to submit each volume in an unbound original (suitable for photocopying), to include one (1) searchable "read only" Compact Disc (CD) or USB Flash Drive and four (4) additional bound copies of Volume One, five (5) additional bound copies of Volume Two; and two (2) additional bound copies of Volume Three.
- F. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of the Solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, and other similar documents shall not be submitted.
- G. Failure to submit all required documentation by the proposal closing date and time may result in disqualification of the proposal from further consideration.**
- H. Proposals shall include the following original signed forms and Contract sections required to show the Contractor's acceptance of the solicitation terms and conditions:

1. **Volume One, Technical**

NO PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME

- a. Solicitation, Offer and Award Form, Page 1 of the solicitation (with amendment(s) acknowledged);
- b. In this Volume, the Offeror shall respond to each requirement of Sections II through XLI, inclusive, of the Request for Proposal and indicate whether it proposes to comply. For the purpose of facilitating discussions, for every instance where the Offeror does not propose to comply or agree to a requirement, the Offeror shall propose an alternative and describe its reasoning therefore. It is not necessary to respond on a paragraph by paragraph basis except as required for clarity, i.e., if the Offeror agrees to the terms of these Sections in their entirety, a single statement to that effect will suffice;
- c. Section II.K, General Duties and Obligations, designated counselor(s) licenses or certifications of staff qualified to provide treatment services to clients;

- d. Section II.T, General Duties and Obligations, sample treatment and recovery services schedule;
 - e. Section VIII.B, Billing and Payments: remittance address (if not electing to receive direct deposit);
 - f. Section IX, Insurance Requirements: The name and address of the Offeror's liability insurance carrier(s), along with a statement of liability from the carrier(s) issuing the policies that such policies are available to the Offeror. For the purpose of responding to this Solicitation, the Offeror will not be required to purchase insurance, but must show the ability to provide such insurance as specified in Section IX if the Offeror's proposal is selected;
 - g. Name, address, e-mail address, telephone number and fax number of the Offeror and all Co-Offerors. Also, identify by name, title, e-mail address, telephone number and fax number the contact person for all inquiries. The contact person shall be responsible for fielding and responding to all inquiries from the Department;
 - h. Experience: Offerors shall furnish descriptions of all similar services or projects provided to the Department or other institutions and governmental agencies, to include company name, point of contact name and title, phone number, fax number, e-mail address, contract numbers, and dates of performance. The Department reserves the right to contact any or all references or consult applicable Department Divisions to evaluate past performance;
 - i. Offerors shall include a list of any contracts that have been cancelled or terminated, along with an explanation of the cancellation or termination and the name, e-mail address and phone number of a contact person from the institution or agency that cancelled or terminated the contract. Offerors shall also include a list of all legal actions pending against their organization and the outcomes of any final judgements;
 - j. Documentation from the appropriate state entity which indicates the Offeror is properly certified to conduct business in the State of Texas and not in debt or owing to the State of Texas (The Certificate of Existence from the Texas Secretary of State and the Franchise Tax Account Status from the Texas Comptroller of Public Accounts). In the event the Offeror is not a corporation, the Offeror shall state that they are not a corporation and certify that they are not in debt or owing to the State of Texas; and
 - k. Attachment C, Representations, Certifications and Other Statements of Offerors.
2. **Volume Two – Cost Proposal**
- a. Attachment B, Section II, Program Budget and Budget Narrative; and
 - b. Attachment B, Section V, Pricing Schedule.

3. Volume Three - HUB Subcontracting Plan

Offerors are required to submit a HUB Subcontracting Plan (HSP) in accordance with Attachment E. For information on filling out the HSP, please contact Sharon Schultz at (936) 437-7026 or at (936) 437-7061. **Responses that do not include a completed HSP shall be rejected pursuant to Texas Government Code, Section 2161.252(b).**

I. Discussion and Correspondence

1. All communications and questions concerning this Solicitation, including any of a technical nature, shall be made in writing to:

Lynne Piippo, Contract Specialist
Texas Department of Criminal Justice
Contracts and Procurement Department
Client Services and Governmental Contracts Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340
Fax: (325) 223-0310
E-mail: lynne.piippo@tdcj.texas.gov

2. Questions concerning any technical aspect of the Solicitation must be submitted in writing (e-mail and fax transmission is acceptable). The Offeror's question(s) shall only be to clarify specific provisions in this Solicitation and shall reference the specific section that requires clarification. Written answers to the clarification will then be provided to all parties requesting copies of the Solicitation through the Client Services and Governmental Contracts Branch. Offerors should only rely on the written information provided in this manner. Offerors are specifically barred from making contact with any Department personnel involved in this Solicitation for the purpose of discussing their proposal.
3. Offerors are reminded that **Monday, June 10, 2019 at 3:00 p.m.** is the last day to submit written questions for clarification to the Department. The Offeror is specifically cautioned against relying on any oral information. The responsiveness of each proposal will be evaluated upon written instructions given in the Solicitation and any amendments thereto. Unauthorized contact with Department personnel could result in the proposal being rejected in its entirety.
4. The Department will post answers to all questions in a form of an amendment, and all amendments to this Solicitation will be available for downloading in .pdf format via the ESD, at the following address: <http://www.txsmartbuy.com/sp>.

IV. LEGISLATIVE BUDGET BOARD (LBB) POSTINGS

After award of contract(s), information, documentation, and other material in connection with this Solicitation or any resulting Contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 (the "Texas Public Information Act"). Any part of the Solicitation response that is of a proprietary nature must be clearly and prominently marked as such by the Offeror. **For major contracts, the proposal submitted by the awarded Contractor is subject to public access on the Legislative Budget Board's website in accordance with Texas Government Code, Section 322.020. Within five (5) working days**

of the awarded Contractor's receipt of the Contract for signature, the awarded Contractor must deliver to the TDCJ Contracts and Procurement Department one (1) CD or USB Flash Drive of its complete proposal, to include clarification responses and negotiated Best and Final Offer. The CD or USB Flash Drive must contain a copy of the awarded Contractor's complete proposal, in searchable .pdf format, which has been excised, blacked out, or otherwise redacted information from its complete proposal that the awarded Contractor considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 (this should be a de minimis portion, if any of the Contractor's proposal, such as copyrighted material, proprietary information, social security numbers, deployment plans, shift staffing plans, etc.). The CD or USB Flash Drive shall also contain an appendix for the Contractor's complete proposal which provides a cross reference for the location of all information redacted by the Contractor and a general description of the redacted information. The CD or USB Flash Drive should be entitled "For Public Release: Redacted Version of [Name of awarded Contractor]'s Proposal and Exhibits, Department Solicitation Number 696-PS-19-P015."

V. EVALUATION FACTORS FOR AWARD

- A. The Department will assemble an Evaluation Committee to review, evaluate and rank proposals. The Evaluation Committee, at its sole option, may choose to validate any aspect of the written proposal. No information will be provided about the status of the proposals while they are under evaluation.
- B. Selection of a proposal for award will be based on the "Best Value" to the Department. The Department will solely determine the "Best Value" through evaluation of each proposal in accordance with Texas Government Code, Title 10, Subchapter B, Section 2155.074(b). Once the Department evaluates and deems the proposal technically acceptable, the Department reserves the right, at its sole discretion, to award based on cost.
- C. At any stage in the process, the Department may request clarification or additional information to assist in determining the qualifications, competence and ability of the Offeror to provide the required service. The Department reserves the right to accept or reject all or part of any proposal, waive minor technicalities and award the Contract to best serve the interest of the State.
- D. The Department may select proposals within a competitive range with whom to negotiate. The Department may notify in writing any or all Offerors whose proposals have been found to be responsive in the detailed evaluation phase.
- E. In accordance with Texas Government Code, Sections 2155.074 and 2155.075, vendor performance may be used as a factor in the award. An Offeror's past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of Texas Government Code, Sections 2155.074, 2155.075, and 2156.007. Offerors may fail this selection criterion for any of the following conditions:
 - 1. A score less than 'C' or Legacy Unsatisfactory in the Vendor Performance System;
 - 2. Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts;
 - 3. Having repeated negative Vendor Performance Reports for the same reason; or

4. Having purchase orders or contracts that have been cancelled in the previous twelve (12) months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the Texas Comptroller of Public Accounts website at: <http://www.txsmartbuy.com/vpts>.

The Department may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Division 2, Rule 20.208), the Department may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the Department, and any negative findings, as determined by the Department, may result in non-award to the Offeror.

- F. An offer for an early payment discount may be considered in making an award.
- G. The following are evaluation criteria. While negotiation of proposals may be held, Offerors are advised to submit their most competitive cost and technical proposals.
 1. Cost (50%)
 2. Technical (20%)
 - a. General Duties and Obligations (10%)
 - b. Staffing (4%)
 - c. Counselor/Client Caseload (2%)
 - d. Record Retention (2%)
 - e. Client Records (2%)
 3. Experience (20%)
 4. Past Performance (10%)

VI. MINIMUM QUALIFICATIONS

The Department has established the following criteria as minimum Contractor (business entity) qualifications to be eligible to submit a proposal to this Solicitation. Offerors from business entities not meeting these qualifications shall be disqualified from further consideration.

- A. The Offeror must possess a minimum of four (4) years of experience providing substance use treatment services.
- B. The Offeror must have experience with State of Texas agencies or other governmental entities providing substance use treatment services.

- C. The Offeror must have established operations in order to commence services at the time of award without the financial assistance from the Department. Equipment and technology assisted products necessary to the COAPTAT services are the only exceptions, as detailed in the Request for Proposal Sections II.B and II.CC.

- D. The Offeror must possess the ability to obtain the minimum commercial insurance required by this Solicitation.

PRICING

I. PRICING INSTRUCTIONS

This is a firm fixed-price Contract. The Offeror shall provide an annual pricing for the required Technology Assisted Treatment. Price shall be evaluated in accordance with the evaluation factors identified within Attachment A, Section V of the Solicitation.

II. PROGRAM BUDGET AND BUDGET NARRATIVE

The Offeror shall provide a detailed program budget and a budget narrative, to include, a complete breakdown of how the price was derived to provide the services specified and an hourly rate.

III. ALLOWABLE COSTS

The proposed budget shall include only costs that are allowed under the grant funds as allocated for the: BJA FY18 Comprehensive Opioid Abuse Site-based Program: Category 2: Technology Assisted Treatment Programs: U.S. Department of Justice Grant #BJA-2018-13607.

IV. 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; tobacco products and mileage/reimbursement in excess of the current State rate.

V. PRICING SCHEDULE

A. Amarillo Area Location (Business Name, Street Address, County):

TERM OF CONTRACT	NUMBER OF CLIENTS	PRICE PER CLIENT
Base Period – Year One USOBP – 08/31/2019	12-13 per six (6) months	\$ _____
Option Period One 09/01/2019 – 08/31/2020	12-13 per six (6) months	\$ _____
Option Period Two 09/01/2020 – 08/31/2021	12-13 per six (6) months	\$ _____

B. Longview Area Location (Business Name, Street Address, County):

TERM OF CONTRACT	NUMBER OF CLIENTS	PRICE PER CLIENT
Base Period – Year One USOBP – 08/31/2019	12-13 per six (6) months	\$ _____
Option Period One 09/01/2019 – 08/31/2020	12-13 per six (6) months	\$ _____
Option Period Two 09/01/2020 – 08/31/2021	12-13 per six (6) months	\$ _____

C. Odessa Area Location (Business Name, Street Address, County):

TERM OF CONTRACT	NUMBER OF CLIENTS	PRICE PER CLIENT
Base Period – Year One USOBP – 08/31/2019	12-13 per six (6) months	\$ _____
Option Period One 09/01/2019 – 08/31/2020	12-13 per six (6) months	\$ _____
Option Period Two 09/01/2020 – 08/31/2021	12-13- per six (6) months	\$ _____

D. Texarkana Area Location (Business Name, Street Address, County):

TERM OF CONTRACT	NUMBER OF CLIENTS	PRICE PER CLIENT
Base Period – Year One USOBP – 08/31/2019	12-13 per six (6) months	\$ _____
Option Period One 09/01/2019 – 08/31/2020	12-13 per six (6) months	\$ _____
Option Period Two 09/01/2020 – 08/31/2021	12-13 per six (6) months	\$ _____

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(NOTE TO OFFEROR: RESPONSES MUST BE SUBMITTED ON THESE ORIGINAL FORMS, AS THEY BECOME, AND ARE INCORPORATED BY REFERENCE, PART OF THE CONTRACT FOR THE AWARDED CONTRACTOR)

I. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION**A. Definition**

1. “Historically Underutilized Business (HUB)” means an entity with its principal place of business in this State that is:
 - a. 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;
 - b. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an Economically Disadvantaged Person;
 - c. 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;
 - d. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or
 - e. 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.
2. “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, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

B. HUB Representation

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

II. 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:

_____ 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.

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Texas Family Code, Section 231.006 requires a bid or an application for a contract, grant, or loan paid from State funds to include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the bid or application. The Social Security number(s) will be kept confidential and only disclosed in accordance with Texas Family Code, Section 231.302.

Print Name	SSN	Print Name	SSN
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Print Name	SSN	Print Name	SSN
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The Offeror certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payments and acknowledges that any resultant Contract may be terminated and payment may be withheld if this certification is inaccurate.

III. 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.

IV. 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 _____, 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).

V. 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.

A. 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.

B. Tie-Bid Preferences

- _____ Goods produced or offered by a Texas bidder that is owned by a Texas Resident Service-Disabled Veteran.*
- _____ Goods produced in Texas or offered by a Texas 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 bidders.*
- _____ Services offered by a Texas bidder that is owned by a Texas Resident Service-Disabled Veteran.*
- _____ Services offered by a Texas 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.

C. 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).
- _____ Commercial production company or advertising agency located in Texas.

*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).

VI. 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:

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. No Litigation

1. 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.
2. 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.
3. Prior to the Department making an award of this Contract, the Department may require 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.
4. 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:
 - a. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;
 - b. 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; and
 - c. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract.
5. The Contractor shall provide in writing, to the Contract Specialist, a quarterly report listing litigation identified in the above requirements.

G. Taxes

1. 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.
2. 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.
3. The Contractor represents and warrants that it 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 the Contractor or its employees.

H. 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.

I. Disclosure

There is no material fact that 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.

J. No Collusion

1. 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.
2. 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 offer made to any competitor or any other person engaged in such line of business.

K. Ethics

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.

2. Disclosure of Interested Parties

In accordance with Texas Government Code, Section 2252.908, a governmental entity or State Agency may not enter into a contract valued at \$1,000,000.00 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 governmental entity or State Agency at the time the business entity submits the signed Contract to the governmental 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.

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.

L. 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.

M. Contracting with Executive Head of State Agency

1. 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.

2. 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: _____

N. 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 contract is signed or the procurement is terminated or withdrawn.

O. 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.

P. 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), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Q. Prohibition of a State Agency Contracting With Companies that Boycott Israel

If the Contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract. If Contractor does not make that certification, Contractor must notify the TDCJ Contract Specialist and state why the certification is not required. Contractor acknowledges that this Contract may be terminated and Payment withheld if the certification is inaccurate.

R. Prohibition of a State Agency Contracting With Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

The Contractor certifies that they are in compliance with Texas Government Code, Chapter 2252.152, relating to the prohibition of a State Agency contracting with companies that are engaged in business with Iran, Sudan, or foreign terrorist organizations. 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.

S. 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, including a contract for which purchasing authority is delegated to a State Agency, that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, 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.

T. 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.

VII. 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:

A. Authorization

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

B. 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.

C. 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.

VIII. AUTHORIZED NEGOTIATORS

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

IX. 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: _____.

X. 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: _____ Title: _____

Phone Number: (____) _____ Fax Number: (____) _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____

XI. 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.

Name of Offeror 696-PS-19-P015
Solicitation No.

Signature of Authorized Individual _____
Date

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.

Project Narrative
Category 2: Technology Assisted Treatment
U.S. Department of Justice Grant #BJA-2018-13607
Program Overview

In a 2016 report by Castlight, a San Francisco health-benefits platform provider, Texas has four (4) cities listed in the nation's top 25 cities identified as having opioid abusers: Texarkana, Amarillo, Odessa, and Longview. As of April 30, 2018, the Texas Department of Criminal Justice (TDCJ) identified 1,100 (17%) offenders participating in the in-prison substance abuse treatment programs who have used or abused opioids (TDCJ, 2018). Many identified in this group are releasing back to rural areas within the State of Texas.

TDCJ continues to strive to develop alternatives to help decrease the service gaps for those in rural areas. Due to the geographical makeup of Texas, on an average the closest treatment provider to rural areas who release from an in-prison treatment program and are still in need of aftercare services in the community setting. The program will also target offenders who may not meet the in-prison substance abuse treatment program requirements but are required to participate in outpatient substance abuse treatment and do not have the resources to do so (i.e., transportation).

The goal of the TDCJ Technology Assisted Treatment Program is to expand the continuum of care services to support the participants in their need for quality programming for opioid abuse. But due to the lack of resources (i.e., transportation, Recovery Support) they are unable to obtain the services, or maintain the abstinence. To achieve this goal, the TDCJ Technology Assisted Treatment Program has the following objectives:

- Objective 1: Through partnerships with the pilot sites, the TDCJ will have expanded treatment and recovery support services of opioid abuse to 100 offenders annually, and 300 offenders over the program period through Technology Assisted Treatment.
- Objective 2: By the end of the thirty-six (36) month program period, the TDCJ in partnership with the pilot sites will have provided Technology Assisted Treatment and recovery support services to the identified population in order to help increase abstinence from opioid use.
- Objective 3: Throughout the program period, the TDCJ and the pilot sites will monitor and examine the success of the Technology Assisted Treatment for the identified population and adjust services and practices to better enhance the capabilities to offer Technology Assisted Treatment;
- Objective 4: Throughout the program period, the TDCJ and the pilot sites will have collaborated to promote effective interaction of the use of resources for the criminal justice population.

The proposed pilot sites identified in Texas cities to participate in the Technology Assisted Treatment Program are: *Amarillo, Longview, Odessa and Texarkana*, that may include but are not limited to, Texas counties of *Angelina, Bowie, Camp, Cass, Cook, Delta, Ector, Fannin, Franklin, Grayson, Gregg, Harrison, Hopkins, Houston, Hunt, Jasper, Kaufman, Lamar, Marion, Midland, Morris, Navarro, Nacogdoches, Newton, Nueces, Panola, Polk, Potter, Red River, Rockwall, Rusk, Sabine, San Augustine, San Jacinto, Shelby, Titus, Trinity, Tyler and Upshur*.



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) §20.284 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 §20.285(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:

- 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.

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: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: 696-PS-19-P015 Bid Open Date: _____
(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: 696-PS-19-P015

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 §20.282, 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 <u>do not</u> 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		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://comptroller.texas.gov/purchasing/vendor/hub/forms.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: _____

Requisition #: 696-PS-19-P015

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

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.

[Empty box for justification text]

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	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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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 B (Attachment B)

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Enter your company's name here: _____	Requisition #: <u>696-PS-19-P015</u>
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IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" 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/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-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: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="radio"/> - Yes <input type="radio"/> - No
			<input type="radio"/> - Yes <input type="radio"/> - No
			<input type="radio"/> - Yes <input type="radio"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="radio"/> - Yes <input type="radio"/> - No
		<input type="radio"/> - Yes <input type="radio"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

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.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in **SECTION B-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 <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

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 it (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.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: _____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
<p>1. Potential Subcontractor's Bid Response Due Date:</p> <p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ on _____ <small>Central Time Date (mm/dd/yyyy)</small></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p> </div>	
<p>2. Subcontracting Opportunity Scope of Work:</p> 	
<p>3. Required Qualifications: <input type="checkbox"/> - Not Applicable</p>	
<p>4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable</p>	
<p>5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable</p>	

ORGANIZATION	MAILING ADDRESS	PHONE	FAX	EMAIL
Asian Contractor Association	4201 Ed Bluestein Blvd., Austin, TX 78721	512-926-5400	512-926-5410	asiancontractor@gmail.com
Black Contractors Association – Dallas/Fort Worth	1409 S. Lamar Street, Suite 251, Dallas, TX 75215	214-485-0483	214-485-0467	rwashington@blackcontractors.org
Dallas Black Chamber of Commerce	2838 Martin Luther King Jr. Boulevard, Dallas, TX 75215	214-421-5200	214-421-5510	chum@dbcc.org
DFW Minority Supplier Development Council	8828 N Stemmons Frwy, 5th Floor, Suite 550, Dallas, TX 75247	214-630-0747	214-637-2241	construction@dfwmsdc.com
Dallas Hispanic Chamber of Commerce	4622 Maple Avenue, Suite. 207, Dallas, TX 75219	214-521-6007	214-520-1687	gquezada.gdhcc.com
Del Mar College PTAC, Corpus Christi Black C of C	101 Baldwin Blvd., CED-146, Corpus Christi, TX 78404	361-698-1025	361-698-1024	ptac@delmar.edu
El Paso Hispanic Chamber of Commerce	2401 E. Missouri, El Paso, TX 79903	915-566-4066	915-566-9714	treed@elpasombdcenter.com
Fort Worth Metropolitan Black Chamber of Commerce	1150 South Freeway, Suite 211, Fort Worth, TX 76104	817-871-6538	817-332-6438	bbolden@fwmbcc.org
Golden Triangle Minority Business Council	PO Box 5064, Beaumont, TX 77726-5064	409-962-8530	409-722-5402	hatcher.beverly@gtmbc.com
Greater Asian Chamber of Commerce	8001 Centre Park Dr. Suite 160, Austin, TX 78754	512-407-8240		Exec.Admin@AustinAsianChamber.org
Greater Austin Black Chamber	912 E. 11th Street, Suite A, Austin, TX 78702	512-459-1181	512-459-1183	nmc@austinbcc.org
Greater Houston Business Procurement Forum	17071/2 South Post Oak Blvd., PMB 273, Houston, TX 77056	832-216-2185	713-436-8333	miltonhibodeaux@gmail.com
Hispanic Contractors Association - Houston	7 Parker Road, Houston, TX 77076	832-883-5078		randymagdaleno@yahoo.com
Hispanic Contractors Association –San Antonio	800 Quintana Road. # 333 San Antonio, TX 78211	210-444-1100	210-444-1101	admin@hcadesa.org
Hispanic Contractors Association – Regional	2210 W. Illinois Avenue, Dallas, TX 75224-1636	972-786-0909	972-786-0910	yolanda@regionalhca.org
Houston Hispanic Chamber of Commerce	1801 Main Street, Suite 890, Houston, TX 77002	713-644-7070	713-644-7377	mzarate@houstonhispanicchamber.com
Houston Minority Supplier Development Council	Three Riverway, Suite 555, Houston, TX 77056	713-271-7805	713-271-9770	angela.freeman@hmsdc.org
National Assoc. of Minority Contractors Inc.–Houston	3825 Dacoma St., Houston, TX. 77092	713-843-3791	713-843-3777	info@namctexas.org
San Antonio Hispanic Chamber of Commerce	200 East Grayson, Suite 203, San Antonio, TX 78215	210-225-0462	210-225-2485	poletf@sahcc.org
Southwest Minority Supplier Development Council	912 Bastrop Highway, Suite. 101, Austin, TX 78741	512-386-8766	512-386-8988	smsdc@smsdc.org
	4100 NW Loop 410 Suite 230, San Antonio, TX 78229	512-659-2160		xenia@smsdc.org
Texas Assoc. of African American Chambers of Commerce (TAAACC)	P.O. Box 13064, Austin, TX 78711-3064	512-535-5610		taaacc179@yahoo.com
Texas Association of Mexican American Chambers of Commerce (TAMACC)	606 Main Street, Buda, Texas 78610	512-444-5727		panton@tamacc.org president@tamacc.org
Tri-County Black Chamber of Commerce	P.O. Box 88376, Houston, TX 77288	832-875-3977	281-336-0870	procurement@tcbcc.org
U.S. Hispanic Contractors Association de Austin	920 E. Dean Keeton, Austin, TX 78705	512-922-0507		info@ushca-austin.com
U.S. Pan Asian American Chamber of Commerce SW	202 E. Border Street, Suite 144, Arlington, TX 76010	682-367-1393	817-469-9485	gmcdermott@uspaacc-sw.org
Women’s Business Council - Southwest	2201 North Collins, Suite 158, Arlington, TX 76011	817-299-0566	817-299-0949	asteale@wbcsouthwest.org
Women’s Business Enterprise Alliance (WBEA)	9800 NW Frwy, Suite 120, Houston, TX 77092	713-681-9232	713-681-9242	bids@wbea-texas.org
Women Contractors Association (WCA)	P.O. Box 70966, Houston, TX. 77270	713-807-9977	713-807-9917	director@womencontractors.org



HUB Subcontracting Plan (HSP) ^{Rev. 2/17}

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***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.

TECHNOLOGY ASSISTED TREATMENT FOR OPIOID ABUSE

Company Name	Contact Person	City	Email	Phone	Fax	Business Description
A 2 Z RECOVERY OUTREACH CENTER	Harman Ford	GARLAND	a2zroc@yahoo.com	903-259-6723	903-259-6782	A2ZROC is an outpatient treatment facility specializing in the treatment & education of drug addiction. We offer drug assessments, individual counseling & group therapy, including random drug testing.
A AND J CONSULTING GROUP, LLC	SHITONDA JOHNSON	HOUSTON	shitonda@yahoo.com	713-829-3342	713-401-9000	CONSULTING & BUSINESS OPRS IN THE FOLLOWING FIELDS; LAW ENFORCEMENT, BUSINESS CONSULTING, BUSINESS START UPS/OPRS, COMMUNITY CARE/SOCIAL SERV CONTRACTOR, PROGRAM IMPLEMENTATION, CHILDCARE
A.B.O.D.E. TREATMENT, INC.	MCKINLEY W. Knox, JR.	FORT WORTH	abode76108@yahoo.com	817-246-8677	817-687-4207	Behavioral Health Organization.
A.S.I. ADVOCATES SEARCHING FOR	Dir./Sonia Quintero	EDINBURG	Asisoniaq@gmail.com	956-533-3985	877-600-3491	A.S.I Advocates Searching for Independence LLC is a program for self-advocates a Leadership Development and Advocacy Training Program Engaging individuals with disabilities to reach independence.
ADVANTAGE LIFECARE SOLUTIONS, LLC	Kenyatta A Sadiki	HOUSTON	ksadiki@advantagecprllc.com	713-679-0219	713-679-0219	First Aid, CPR and AED Training; First Responder and Disaster Readiness; Lay responder and Healthcare professional -Basic Life Support Training

ALL STAR TEMPORARIES, INC.	Sandra Sheils	LUBBOCK	tempsoftexas@yahoo.com	806-744-5600	806-744-8965	Staffing Company all types custodian, food service, Clerical, administrative support, Data Processing
ALLIED COMPLIANCE SERVICES, INC.	LEENELL ROACH	LUBBOCK	leenell@alliedcompliance.com	800-411-6906	806-748-7096	TPA for Business & Personal Drug & Alcohol Testing
ALTATALENT, LLC	Kathryn Kossack	AUSTIN	kate@altatalent.com	312-678-6717		Health services staffing agency. Niche:Managed care organizations,health insurance,medicaid, medicare,call center,customer service,licensed social workers,clinical,case managers,behavioral health,registered nurses,RN,LPN,LVN
ARETE' MENTAL HEALTH COUNSELING	Albert Hernandez	KILLEEN	ahernandez@aretementalhealthcounseling.com	210-267-8993	210-267-9243	AHMC provides mental health counseling to the Killeen and San Antonio communities. AMHC specializes in marriage, family, child and individual counseling services. We also extend our services to aiding troubled youth, families and adults.
AVAIL SOLUTIONS, INC.	JANIE HARWOOD	CORPUS CHRISTI	jharwood@availsolutionsinc.com	361-808-7901	361-808-7904	CRISIS LINE, OUTPATIENT COUNSELING, EAP.

AVINEXT	Tim Rhome	COLLEGE STATION	rhome@avinext.com	979-846-9727	979-268-1017	Avinext is an integrator of audio, video, voice, and data solutions, serving customers in Texas since 1984. We specialize in computer sales, A/V integration, IT networking, interactive classrooms, and services.
BEACON COUNSELING SERVICE	FRANCES GUERRERO	PLEASANTON	fguerrero629@att.net	830-570-1845		Mental Health Counseling, LPC, S, NCC, CART 16 years in practice to aid with drugs/alcohol addiction, mood disorders, anger management, domestic violence, bilingual, English/Spanish
BEACON TRAINING SERVICES, INC.	Diana Stein	RICHARDSON	diana@beacontraining.com	972-404-0069	972-404-0059	We provide instructor led classes for the Human Resource/Professional Development and Project Management and IT industry. We are certified as small business, women owned and have a GSA 484 schedule contract. Visit www.beacontraining.com for class listing
BEST FRIENDS HCS	Alpha Steinsbo	GRAPELAND	bestfriendshcs@gmail.com	936-852-3188		Best Friends provides service to people with intellectual developmental disabilities. We support people to learn, work and live in a caring community. It is our goal to help people realize their goals and achieve them.
BETTY LOU SCHROEDER PHD PC	Dr. Betty Lou Schroeder	SAN ANTONIO	drbls@flash.net	210-828-1573	210-828-1993	Psychologist, Private Practice

BID ACADEMY CONSORTIUM LLC	Lloyd J. Hebert	BEAUMONT	lj-hebertatt.net@att.net	409-351-1331		A comprehensive consulting clearinghouse & technical trainer of TX HUB's & all organizations (state agencies, universities, municipalities, school districts, SBA SBDC's, Federal PTAC's, hospital districts, prime contractors, etc.) involved in TX Procurem
BLEST COUNSELING SERVICES	Myrna Russell	MIDLAND	b.l.e.s.t@live.com	432-557-5759		I am a LCDC and Anger Resolution Therapist also provide life skills training for youth and adults. I am a Alcohol Education Program for Minors instructor
BRIGHTLEAF GROUP, INC.	Jane Scott	AUSTIN	jane.scott@brightleafgroup.com	512-795-8900	512-795-8907	A one-stop shop for communication services: website design/development; UX; Drupal/Craft/Joomla/other CMS; accessibility; technical & marketing writing/editing; graphic design; video; instructional design; training; eLearning; publishing; strategy

BUFFALO CLOUD CONSULTING, LLC	Christine A. Moses	AUSTIN	info@buffalocloudconsulting.com	512-215-4436		Community outreach, public policy, strategic planning; marketing communications, branding, public relations; meeting facilitation, program development/delivery, leadership development, diversity training; education & agriculture expertise
BUILDING KID STEPS, LLC	Amanda C. Luddeke	VICTORIA	buildingkidsteps@gmail.com	361-578-2257	361-578-2260	Provides pediatric outpatient services for speech, physical and occupational therapy. The ages of service are primarily birth to 21.
C.C.I. THERAPY COUNSELING	Olga Flores	BROWNSVILLE	ccitherapy2010@hotmail.com	956-423-1194	866-394-0482	Family and Individual Counseling for Substance Abuse, behavioral and mental health treatment. Certified instructor for Drug Offenders, Nicotine, Anger Management, Parenting, and Pain Management.
C.F. TRAINING SERVICES	Callena Fitzpatrick	DENISON	cftraining@att.net	903-814-3796	903-465-0357	EDUCATIONAL AND PROFESSIONAL SERVICE THAT TRAIN SCHOOLS, DAYCARES, CHURCHES, ORGANIZATIONS / BUSINESS
CHABOT STRATEGIES, LLC	Paul Chabot	MCKINNEY	paul@chabotstrategies.com	202-489-6656		Drug and alcohol prevention and education. Media, public government relations.

CHAMPION REHABILITATION AND SUPPORT	Stephanie O'Silas	DALLAS	services@championtomorrow.com	972-755-9765	214-602-3260	Our services include: Speech Therapy for Adults/Children Physical and Occupational Therapy Academic Mentoring and Coaching Career Coaching Workplace Training Literacy Consultation Accent Modification Parent training and education
CHARLES & COMPANY BEHAVIORAL AND	Phyllis Charles	PORT ARTHUR	pcharles@gt.rr.com	409-718-8319		behavioral and educational consulting
CINCO RANCH BEHAVIORAL HEALTH	Phaetra Raney-Semien	KATY	phaetra@cincoranchbehavioralhealth.com	281-665-7346	832-451-6294	Our agency provides an array of mental health and social services. Services include individual, group, and family counseling to children, adolescents, and adults. We also provide case management services for children, adolescents, and adults.
CLARITY COUNSELING SERVICES	Anita English	FREEPORT	anita.english54@gmail.com	979-201-3311	832-371-6438	As License Chemical Dependency Counselor, I will offer Substance Abuse Service by conducting assessments, individual and group counseling sessions for individual with alcohol and drug abuse or dependent problems.
COMMANDING YOUR LIFE	Beverly F. Jones	THE COLONY	beverly@commandingyourlife.com	214-679-0286		life/business coaching, hypnotist, trainer, speaker, author

COMMUNICATION CONNECTIONS	MARY WILBANKS	AUSTIN	mewilbanks@austin.rr.com	512-346-8871		TRAINING IN TECHNICAL WRITING & PUBLIC SPEAKING; EDITING
COMMUNITY HEALTH SERVICES	SONIA HERNANDEZ	PEARSALL	soniamhernandez@att.net	830-334-1046	830-334-3135	ALCOHOL AND DRUG PREVENTION, CASE MANAGEMENT, TRAINING AND INSTRUCTION
COMUNICA PR CONSULTING LLC	Maria Chiappe	THE WOODLANDS	mdelaflor@comunicaprconsulting.com	936-718-6762		Communications, public relations and community outreach services. Also educational campaigns and digital marketing.
CONFLICT CONNECTIONS, INC.	Patricia Mae Porter	SAN ANTONIO	pattie@conflictconnections.com	210-880-4440		Conflict Management Services including workplace and EEO mediation, executive coaching-conflict coaching, team building and facilitation and training.
CROW CONSULTATION/TRENDSSETTERS 2000+	HAROLD L. CROW	LUBBOCK	trendsettershd@msn.com	806-781-1848	806-783-9037	CONSULTANT, FACILITATOR OF SOCIAL SERVICES
DARLINE TURNER ENTERPRISES, INC.	Darline Turner	AUSTIN	Darline@mamasonbedrest.com	512-288-0827		support, education and services for pregnant women on prescribed bedrest, having pregnancy complications, pregnancy/women's health support.

EDGEN FILMS LLC	Leah Weinberger	ROUND ROCK	Leah@Edgenfilms.com	512-779-8361		Videographer, Vid Production, commercials, training vids, internet vids, vcr, tapes, cd's, filming, film production, recording media, digital media, performers, music composition, film class, film distribution
EFFECTIVE FOCUS, INC.	Kristine Conway	FRISCO	kristine.conway@gmail.com	313-246-4230		Professional Business Coach Services/Professional Development Services / Human Resource Consulting
ELAHI ENTERPRISES, INC.	Genny Bobadilla	PLANO	info@akorbi.com	214-256-9222	214-256-9301	Dedicated to providing superior quality service in all of their global marketing, localization and language translation and human capital solutions. A
ELIZABETH ORIOLA-OTENAIKE, PSYD	Dr. Elizabeth Otenaike	FORT WORTH	DoctorLizO@gmail.com	817-422-3181	817-423-7526	Psychological Services, Psychological Assessments, Psychotherapy, Training, Coaching, Leadership Assessment and Development, Organizational Assessment and Development, Strategic Change Management, Training, Coaching, Community Outreach and Development
EMCARE CONSULTING LLC	Elaine Watson Flanagan	DESOTO	elaine@emcareconsulting.com	469-360-3772	972-947-3929	System Implementation; Project Management; Project Management Training; Requirements Develop, Management and Assessment; Business Analysis; Business Process Design

EVERTHERE COUNSELING CARE, P.L.L.C.	Jose A. Lopez	CORPUS CHRISTI	javbat93@gmail.com	361-739-3787		Counseling and Guidance services; individual and group counseling for alcohol/drug abuse, chemical dependency, substance use disorder, screening, assessment, referrals; relapse prevention, coping skills; anger management.
FAITH IN SOBRIETY	VICTORIA ADARAMOLA	HOUSTON	info@faithinsobriety.com	877-433-9832	877-433-9832	Faith in Sobriety is a holistic treatment program that incorporates the power of the subconscious and conscious mind to help our clients maintain sobriety.
FAMILY LIFE CONCEPTS, PLLC	Soila S. Garcia	MCALLEN	soila@familylifeconcepts.com	956-929-4651	956-502-0631	Drug and alcohol counseling and family mediation services; Drug and alcohol abuse outpatient counseling services.
FAMILY RESTORATION AND ECONOMIC	ROBIN HARRISON	HOUSTON	restoretx@yahoo.com	281-408-5505		Educational and Economic Development Services. Emphasis on health and wellness training. Provide alternative training and support services for youth.
GB-SYS, INC.	LAWRENCE O'BRIEN	SAN ANTONIO	LOBRIEN@GB-SYS.COM	210-804-1409	210-820-0861	INFORMATION TECHNOLOGY OUTSOURCING and MANAGEMENT, NETWORK & SECURITIES SUPPORT, SOFTWARE DEVELOPMENT.
GINMAN CONSULTING	Virginia Elam- Manning	HOUSTON	ginmanconsulting@gmail.com	281-904-6483	866-319-9168	Mental Health/ Addiction Counseling/ Consulting

GLNV, INC.	Gilbert Lopez	WESLACO	contact@mvdfs.com	956-351-5653	956-351-5697	Mental health svcs, mitigation, Counseling, Family therapy, Specialized in PTSD, EAP, Anger mgmt. Incident debriefing, self care vicarious trauma professional training, trainings/workshops for professionals and community
GMC CONSULTANTS, LLC	Desurai Wilson	HOUSTON	dwilson@gmc-consultants.com	713-981-3882	713-981-3846	Social case management Disaster case management Software development Job readiness training Program development Project management other consulting services
GOVERNMENT PROCUREMENT SERVICES	Janet Hasty	SPICEWOOD	janet@gpstraining.biz	888-254-7715		Training and Consulting Company specializing in government procurement.
HARRIS DWI/YOUTH EDUCATION PROGRAM	Eddie Karl Harris	LUBBOCK	eddieharris@gmail.com	806-559-9464	806-763-7331	We offer offender education for Adult and Minors with legal problems with alcohol drug and anger issues.
HEALTHIER MINDS COUNSELING	Janette Garza	CORPUS CHRISTI	Healthier_Minds@yahoo.com	361-834-5582		Licensed professional counselor working with individuals over the age of 9. Counseling services to families, couples, individuals and those struggling with disabilities. Drug & alcohol/parenting/anger mgmt/coping skills/mental health related issues.

HELPING OPEN PEOPLES EYES, INC.	Linda Marlin	CLEBURNE	linda@txhopeinc.com	817-558-8807	817-558-6919	Out-Patient Substance Abuse Treatment Facility contracting with county, state, and federal government and the general public for substance abuse treatment and UA collection services.
HYPERION BIOTECHNOLOGY, INC.	Janel Callan	SAN ANTONIO	jkalns@hyperionbiotechnology.com	210-493-7452	210-342-2005	Support services for scientific, medical, clinical, logistics, human resource, staffing, administrative and clerical. Salivary Fatigue Biomarker research and development and Clinical Laboratory Testing.
INSIGHT PSYCHOLOGY AND BEHAVIORAL	Ronnette Ballard	PFLUGERVILLE	psychologist@insightpbhs.com	512-704-8349		Mental and Behavioral Health Services
JGR GROUP LIMITED LIABILITY COMPANY	Jerri Robertson	FRISCO	jerri@jgrgroup.com	972-624-1436		Training, Education, Consulting Services. Specializing in Training Programs for Companies, Corporations & Schools. EX.Communication, Management
JW COUNSELING, COACHING AND CONSULTING	Julie A Williams	CEDAR HILL	jayew@jayewconsulting.com	469-672-5472	817-405-7226	Licensed professional services for individuals and organizations with a focus on executive coaching, individual personal and professional development, leadership growth and development, and organizational team building strategies.

						Resource to governmental entities for interpretation of state and federal regulatory requirements. This includes development, implementation, and monitoring of programs to assure compliance with these requirements. Also contract administration.
KESPE, LLC	Kenneth E. Seiler	SAN ANTONIO	kespe@outlook.com	512-751-8094		
						Educational & Management consulting, program audits, employee training, and policy & procedure development.
LEADERSHIP LIVING, INC.	Joyce White	DALLAS	leadershiplivinginc@yahoo.com	214-945-3771	214-928-9544	
						Administrative Management and General Management Consulting Services, Human Resources Consulting Services, Professional and Management Development Tra
LIFETIME PROFESSIONAL INSTITUTE, LLC	Sathedia Bush	SAN ANTONIO	sgbush11@sbcglobal.net	210-885-1058		
						Educational classes Psycho Educational classes Counseling Human Services Social Services Texas Offender Proider Classes
LOVE 2 TEACH EDUCATIONAL &	Francis Germany	HOUSTON	love2teachllc@yahoo.com	832-870-5610	832-731-4291	
						Loving Care Consulting provides life skills, case management and consulting services.
LOVING CARE CONSULTING	Sherry Bailey	AUSTIN	info@lovingcareconsulting.com	512-584-7862		
						Mental Health - Psychological services including counseling, workshops & evaluations.
MENTAL WELLNESS SERVICES, P.C.	Rossell L. Jenkins	HOUSTON	drjenkins@earthlink.net	281-447-9355	844-270-8176	

MMI AGENCY, LLC	Cindy Marion	HOUSTON	cindy.marion@mmiagency.com	713-929-6913	713-929-6911	MMI is a full-service agency that delivers unquestionable value to our clients everyday. Our services include strategic marketing, advertising, public relations, Web design, interactive media, special events, graphic design and broadcast production.
MPACT STRATEGIC CONSULTING LLC	Spurgeon Robinson	HOUSTON	srobinson@mpact-consulting.com	281-672-0320		Program Management, Planning, Emergency Management & Disaster Recovery, Environmental, Transportation & Mobility; Training & TA, Business Process Management, Compliance & Monitoring; Case Management; Davis Bacon - Prevailing Wage; MWBE Compliance
NEW HORIZON STRATEGIES, LLC	Laurie Hall	HOUSTON	laurie.hall@newhorizonstrategies.com	832-224-6455		New Horizon Strategies facilitates programs to help companies, government agencies & professional associations achieve effectiveness. We also provide executive, career & business coaching for individuals to achieve their goals & desires.

						PUBLIC HEALTH RESEARCH AND PROGRAM EVALUATION; STRATEGIC PLANNING; TECHNICAL WRITING; MEDICAL DATABASE MANAGEMENT; HEALTHCARE CONSULTING; GRANTS MANAGEMENT; STATISTICAL ANALYSIS
NYBECK CONSULTING, LLC	Genie B Nyer	AUSTIN	genie@nybeck.net	512-415-2214		
OAK HILL TECHNOLOGY INC.	Thomas Brownson	DRIFTWOOD	tbrownson@OAKHILLTECH.COM	512-842-1000	512-842-1001	Education Support Services, Contact Center Services, Data Entry & Processing, Training, Test proctoring, Survey,
PATRICIA MARTINEZ DORNER	Patricia Joya Martinez	SAN ANTONIO	pdorner@satx.rr.com	210-341-2070	210-341-2070	Counseling regarding adoption, foster care, domestic violence trainings, Permanently planning for children in foster care & adoption. Part of post adoption services to families.
PRIME TIME OCCUPATIONAL TESTING, L.P.	Norma Evans	KINGWOOD	tevans@primetimeres.com	281-913-7730	281-913-7731	Occupational Health Testing facility for all employers seeking to hire or conduct annual, random, post-accident/injury case testing on their employees.
PWWL FOURTH WARD LLC	Rev. Elmo Johnson	HOUSTON	uplift4th@sbcglobal.net	832-922-1303	713-654-7134	Management and consulting services related to housing for ow income, senior and under-priviledged persons.

RAYL ENTERPRISES, INC.	Cheryl Rayl	CORINTH	Cheryl@Watchdog-Solutions.org	800-972-2054	214-279-5032	We provide counseling, substance abuse treatment, evaluation, drug testing services and supplies, background screening services, training and DNA services
RESOURCE EDUCATION CENTER COMPANY	Leonard Marshall	CYPRESS	resourceedcenter@yahoo.com	281-463-9292	281-463-9295	Mental Health & Substance Abuse prevention, education, diagnosis and counseling, anger mgmt education, parenting ed, DWI/DUI education and tobacco cessation education.
RESOURCES FOR LEARNING, LLC	Linda Wurzbach	AUSTIN	lindaw@resourcesforlearning.net	512-327-8576	512-327-8576	CURRICULUM DEVELOPMENT; ASSESSMENT & EVALUATION; PROFESSIONAL DEVELOPMENT; RESEARCH, WRITING, & EDITING; PROJECT MANAGEMENT; GRAPHIC & MULTIMEDIA DESIGN.
ROYAL TECHNOCRATS INC	Shahana Anjum	HOUSTON	mdali@royaltechnocrats.com	713-776-8300	713-776-8301	IT Software Development, Testing, Applications, Consulting, Training, and Data Base Administrator
SNABBO, INCORPORATED	Barbara Crowley	DALLAS	bcrowley@snabbo.com	972-333-5528	972-380-5925	Social network, data collection, older adults forming virtual communities, discover relationship possibilities, and peer feedback.

SOUTH TEXAS FAMILY CONNECTIONS	LUPE VALDEZ	CORPUS CHRISTI	STXFAMILYCONNECTIONS@GMAIL.COM	361-334-4046		We offer a series of educational seminars and workshops to enhance personal growth and family wellness for at-risk families.
STEVIE DAWN INSPIRES, LLC	Stephanie Blakely	MANSFIELD	stevie@steviedawninspires.com	817-539-9404		We provide training in Leadership, Emotional Intelligence, and Communication.
TANIA M. LEWIS PROFESSIONAL SERVICES	Tania M. Lewis	FORT WORTH	info@taniamlewis.com	817-528-6710	817-423-7504	Life Coaching Cognitive Behavioral Health Therapy Counseling and Supportive Services Education
THE BRYANT HERITAGE, LLC	Tori M. Cole	HUMBLE	tmcole@tbhtechsvcs.com	713-560-6542		Technology consulting services/products; Education/Career Development Services; Printing/Graphic Design
THE S & G GROUP	Gigi Westerman	ARLINGTON	gigi@thesandggroup.com	817-672-5799		The S and G Group, an award-winning consulting firm, helps organizations solve business communication problems. We offer strategic communications planning, marketing, PR, advertising, media and presentation training and strategic planning.

TRAINING SOLUTIONS & ASSOCIATES	SaWanna Cannon	SAN ANTONIO	scannon@tsacan.com	210-227-8722	210-932-9891	Training and Development; Human Resource Management; Staff Development; Counseling; Coaching/Facilitation; Medical Staffing; Office Administrative Support; Workforce Development; Public Relations;
VISION SPECIALISTS OF SOUTH TEXAS, LLC	Karla A. Cantu	LAREDO	visionspecialistsofsouthtexas@gmail.com	956-763-3184	956-723-5055	Orientation and Mobility instruction, vision impairment instruction, educational
WELLSPRING WELLNESS MANIFEST	Donna Armstrong	SAN ANTONIO	wwm_ccc@aol.com	210-607-7125	210-582-2711	personal development by life coaching, seminars & workshops for life skills, public speaking, wellness coaching, consulting, parent coaching, business
WHOLISTIC SERVICES	Dr. Marilyn Hamilton	HOUSTON	wcsi2@aol.com	713-747-6416	713-747-6416	Services provided include: (1)consulting, (2) educational training, (3)Human Services, (4) Notary Service and (5) Income Tax preparation.

WWW.SUPERBSPEAKERS.COM	Joyce Scott	HOUSTON	joycescott@superbspeakers.com	713-828-3613	512-532-6718	Train, Speak, Facilitate, Coach, and Consult. Client Reference: "Superb Speakers has played an important role in developing our employees and managers. I highly recommend this vendor..." State of Texas-CPA, GLO, UT, Southwest Airlines, IBM, Fluor
ZEN PATH, LLC DBA PATHWAY POWER	Lav Chintapalli	AUSTIN	hello@pathwaypower.com	512-524-3485		Pathway Power provides coaching and consulting services for Leadership Development, Training & Learning, Change Management, and Organizational Design.
ABASYS TECHNOLOGIES INC	ROBERT BAIN	RICHARDSON	info@abasys tech.com	214-712-7430	214-712-7301	We are one-stop-shop for IT Consultancy, Web & Mobile Apps, Custom Software, Portal Development, E-Commerce Solutions, Technical Recruiting, and other related services.
ABSOLVET, LLC	Fawaz Nayeem	IRVING	fawaz@absolv et.com	817-937-2033		Information Technology Placement & Staffing Services Medical Staffing Programming services
AMERICAN LIBERTY CORPORATION	Tony Adams	MCKINNEY	TONY@AMERICANLIBERTYCORP.COM	214-335-3456	214-613-1550	State vendor and software consulting service provider
AUTOMATION IMAGE, INC.	Indira Singla	DALLAS	rbellary@automationimage.com	972-247-8816	972-243-2814	CUSTOM COMPUTER PROGRAMMING SERVICES, IT CONSULTING, BIGDATA & BI SERVICES

AVINEXT	Tim Rhome	COLLEGE STATION	rhome@avinext.com	979-846-9727	979-268-1017	Avinext is an integrator of audio, video, voice, and data solutions, serving customers in Texas since 1984. We specialize in computer sales, A/V integration, IT networking, interactive classrooms, and services.
BRIGHTLEAF GROUP, INC.	Jane Scott	AUSTIN	jane.scott@brightleafgroup.com	512-795-8900	512-795-8907	A one-stop shop for communication services: website design/development; UX; Drupal/Craft/Joomla/other CMS; accessibility; technical & marketing writing/editing; graphic design; video; instructional design; training; eLearning; publishing; strategy
C-TEK CONSULTING LLC	C-TEK CONSULTING LLC	FRISCO	zhucheng.jin@ctekconsulting.net	214-263-6238		Information Technology consulting
C.D.&E. TECH SOLUTIONS LLC	Carlos Figueroa	CARROLLTON	sales@cdetechsolutions.com	877-426-9813		Asset Recycling Onsite Data Destruction Audio Visual Control Solutions Imaging Large Deployments IT Life-cycle Management Digital Signage AWS Cloud Migrations IT Consulting Project Management Structured Cabling Virtual CTO Services
COCOLEVIO LLC	Nnamdi Orakwue	AUSTIN	info@cocolevio.com	512-222-5730		Strategy and IT Consulting, Software & IT Architecture, Application Migration, Software Development, Cloud Services

COMPQSOFT, INC.	Madina Shaik	HOUSTON	mshaik@compqsoft.com	281-914-4428	281-657-6717	COMPQSOFT is a HUB Zone certified IT services provider with 17 years of past performance. We are specialized in SAP and IT infrastructure services. CO
CREATE ETC	Daphne Dean	GARLAND	daphne.dean@thinksaycreate.com	443-878-2739	972-840-4652	Services..... Let our team of master designers, artists, trainers and support specialists transform your thoughts into reality, think it...say it...we create it.....
CRINER-DANIELS & ASSOCIATES INC	WALTER CRINER	HOUSTON	walter2@crinerdaniels.com	713-787-0900	713-787-0159	A Total Computer Services Company,providing IT consulting,networking and programming services for over 29 years.Certified Project Management,software development,systems integration,contract programming,desktop support,HP & IBM hardware reseller.
CSE INTL	Joseph M. Rodriguez	SAN ANTONIO	contactus@cseintl.com	210-366-3146	210-366-3146	An IT solution provider, we sell computer & related products.
CYBERSOFT TECHNOLOGIES, INC.	Bhaskar Patel	HOUSTON	bhaskar.patel@cybersoft.net	281-453-8502	281-895-9555	Provides customized software solutions, expertise, and information technology people to clients optimize their investment in technology. Cybersoft's integrated Primero software suite provides a complete Food Service solution for K-12 school systems.

DATAMATIX, INC.	Taha Shipchandler	KATY	taha.shipchandler@datamatix.com	281-215-3522		Software Application Development (Web, Mobile, RTLS), Online Defensive Driving Courses, Case Management Systems, RTLS/RFID Asset Tracking, Business Intelligence Products and Services
DIGERATI SYSTEMS INC	Phani Vemuri	FRISCO	phani.vemuri@digerati-systems.com	412-512-8368		Digerati is an information technology (IT) company, Digerati provides IT services to their clients, mainly providing software solutions.
ELITE SOLUTIONS, INC.	JANIE KINSEY	SAN ANGELO	chris.kinsey@elitesolution.com	325-651-5733	325-651-5713	Communications Contractor
G-IT GOING LLC	Marie Glynn	SAN MARCOS	marie@g-it.us	800-770-1742	800-385-6520	Information Technology and audio visual goods and services.
GEORGE AND GATE CONSULTING	Anthony Igiehon	RICHARDSON	tigiehon@yahoo.com	214-348-0100	214-461-0251	Software Development, Database Management and Accounting information Systems C#. Net technologies for client/server and distributed computing ,Silverlight 4.0 and 5.0, WPF, MVVM, ASP.NET MVC 3 and 4, Classic Asp.Net ADO.Net, XML,
HUCKEYEHEALTH SERVICES LLC	christopher Ojiako	KATY	huckeyehealth@yahoo.com	281-712-2051	713-900-7752	Health Services, Personnel management, security, light construction, Industrial and general cleaning, security, purchasing and supplies

IMG ADVISORS, LLC	Navaid Jamal	HOUSTON	njamal@img-advisors.com	346-900-4882		Business Advisory and Technology Consulting including Strategy, Reporting, Project management, Staffing, software development, IT Retailer, IT managed services, and business process re-engineering.
INTELLIGENCE BY DESIGN, LLC	Catherine Beggs-Hinkson	PLANO	chinkson@intelligencebydesign.net	972-665-9942	972-767-3161	We design and develop online/eLearning training using Articulate Storyline, Adobe Captivate, or Techsmith Camtasia. We also create explanatory videos for training purposes and design and develop Instructor-Led/Classroom Training.
IT CONFLICT LLC	Eric Sanchez	AUSTIN	eric@itcaustin.com	512-348-8324		Infinity Technology Consultants (ITC) is an innovative IT solutions company, offering all-inclusive computer and IT services.
KAMICO INSTRUCTIONAL MEDIA, INC.	Kathy Michael	SALADO	kmichael@kamico.com	254-947-7283	254-947-7284	EDUCATIONAL PUBLISHING: K-12 STANDARDS-BASED ASSESSMENTS AND BOARD GAMES IN ENGLISH AND IN SPANISH, INSTRUCTIONAL SOFTWARE, SOFTWARE TO MANAGE STUDENT DATA, PROFESSIONAL DEVELOPMENT.
KBAG LLC	Binu Kulikadavil	RICHMOND	binujos@gmail.com	832-856-1945		Software Applications and Service Providers

KERBEROS INTERNATIONAL, INC.	Myra Dawn Cole	TEMPLE	dawn.cole@kerberosinc.com	254-771-1080	713-456-2828	Innovative technology solutions for communications, security, surveillance and emergency management situations. Portable satellite network systems, First Responder software.
KISHMORR PRODUCTIONS, LLC	Lori Morris	HUFFMAN	lori@leeconangel.com	281-415-1382	281-324-1215	Educational software for children to learn to read in Spanish. Online Program and IOS App for iPad/iPhone titled Lee Con Ángel.
LATAVCO CONSULTING GROUP, LLC	Latravious Bell	FRIENDSWOOD	lbell@latavco.com	281-482-1822		We provide Educational Consulting, IT Consulting, and Software Design. Our IT staff specializes in database administration, development, and design. Our Educational staff specializes in curriculum development, research, and analysis.
MAJOR, INC.	Nathan Rizzo	SAN ANTONIO	nrizzo@rx-tech.com	210-828-6081	210-828-8419	Full Service Technology Company - Computer Hardware, Software, Security, Data, Voice and Video Cabling, Wireless Internet, Access Control, Computer Sales, Networking, Cabling Infrastructure, CCTV, Security and Fire Monitoring, Security and Fire Installation.
MENDOZA TECHNOLOGIES	Ray Mendoza	MCALLEN	ray@mendozatechnologies.com	888-845-2423		Information Technology (IT) Services, Software Development, Mobile Application Development

MORGAN IT SECURITY	Louis A. Morgan	BRYAN	Mr.L.Morgan@gmail.com	502-319-3753		Information technology security training, assessment, audit and procurement of information security hardware and software.
NEOTECHSOURCE LLC	Karthik Govindan	FRISCO	karthik@neotechsource.com	214-449-5407		IT Consultancy IT Products Development Software Development SharePoint, iPhone Development.
QUE SQUARED TECHNOLOGIES	Quintin Riggins	BELTON	que2.technologies@gmail.com	254-718-3313		Information Systems Infrastructure Consulting (Misc. service as the procurement opportunities arise)
RHYAN TECHNOLOGY SERVICES, LLC	Manager - Bill Rhyan	AUSTIN	bill@rhyan.com	512-328-8688	512-328-8668	Information technology development and consulting services
SOFTWARE BUILT BY DESIGN INC.	Jezreel Spencer	PLANO	jezreel@softwarebbd.com	972-589-9317		Custom programming services, cloud based, hosting, aPaas(platform as a service), Rapid application development platform, streaming applications, educational software, Programming consulting, architectural design.

SPURTECH CONSULTANTS INC.	Syed Mustafa	ROUND ROCK	admin@spurtech.com	512-218-4158	866-583-4507	Spurtech is an Business and IT Management consulting company offering services in custom application development, e-commerce, business process re-engineering, enterprise resource planning, IP telephony, networking, and security solutions.
STATSCORP ANALYSTS, LLC	Martin Fayomi	PROSPER	mfayomi@statscorpanalysts.com	817-381-5340		We provide technical training and We support organizations focus on stabilizing their IT system and infrastructure through optimization
STRATEGIC EDUCATION SOLUTIONS, LLC	Cynthia Burrow	AUSTIN	cburrow@strategicsolutions.com	508-429-2641		Strategic Education Solutions provides education consulting services and curriculum materials to public and private education entities.
STREAMCOMM, LLC	Brian C. Wiles	BURLESON	brian@streamcomm.com	214-784-7232		Custom software development, cloud computing, and other technical and IT services.
SYNERGIA INTERNATIONAL LLC	Vimalesh Jegannathan	PLANO	vimalesh@synergiainternational.com	614-416-9072		We Provide US IT state Staffing, US IT State Project execution and IT Product development
TABORDA TEXAS, LLC	Donna R Holliday	WIMBERLEY	donna.holliday@tabordatexas.com	512-627-6669		Technology services including consulting and software resell

TANCHES GLOBAL MANAGEMENT, INC.	Tanaz Choudhury	SUGAR LAND	admin@tanches.com	281-826-5105	281-503-7123	IT Services (Design, Analysis, Implementation, Maintenance)/IT Products & Hardware Distribution (Computers, Servers, Cables, etc. IT Network Cabling Service
TEKPROS, INC.	Kumar Nandigam	PLANO	sree@tekpros.com	972-267-9357		Custom Computer Programming Services
TEKWEAVER SOLUTIONS LLC	Raj	FRISCO	raj@tekweaversolutions.com	678-292-6981	678-292-6981	IT consulting and software related services
THE CITY TECHNOLOGY GROUP	Marcus Pitre	HOUSTON	mpitre@citytechgroup.com	281-898-7221		Managed IT services with a core function to provide IT services to small and medium sized business. Core capabilities include call centers, desktop
VERGER DEVELOPMENT SOLUTIONS, LLC	Veronica Ford	PEARLAND	vmgilmore@yahoo.com	713-516-5848	713-436-2595	Information Technology, Project Management, Website Development, Mobile App Development, Computer Application Development, Software Development, IT Training
VIRTUAL COMMUNICATION SPECIALISTS, LLC	Inside Sales Rep	ATHENS	isr@vcommspec.com	903-675-8604	888-909-8535	Virtual Communication Specialists is a full service systems integrator supplier of computer hardware and services. Utilizing an open distribution model VCS offers technology solutions with a single point of contact locally and nationwide.
VIRTUAL SOLUTIONS OF TEXAS	Kristen Cox	COLLEGE STATION	kcox@virtualsolutions-tx.com	915-731-1185		Technology solutions including cloud computing

VISUAL NET DESIGN LC	Manuel Oblitas	SAN ANTONIO	sales@vndx.com	210-590-2734	210-564-0553	Web Design, mobile app development, Custom Programming, Hosting, Computer repair, Computer sales, Telephone Sales, Security Camera Sales
WEB-BASED TRAINING ESSENTIALS, LLC	Stephanie Jones	MCKINNEY	stephanie@wbtessentials.com	469-999-7415		Design and development of elearning materials and Instructional Design consultation.
XYPLES, LLC	Tochukwu Okonkwor	AUSTIN	tokonkwor@xyples.com	404-488-8811		We are an IT consulting company that provides supplies, installation, training and modern technologies. Such as Artificial Intelligence, Blockchain, Web and Mobile Application, and Enterprise solutions.
Lynne Piippo - April 9, 2019						

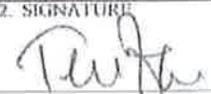
SOLICITATION, OFFER AND AWARD

1. CONTRACT NO. 696-PS-20-20-C096	2. SOLICITATION NO. 696-PS-19-P015	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED June 5, 2019
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SOLICITATION

<p>5. Sealed offers will be received by the Department until 3:00 p.m. local time on June 21, 2019, and submitted to:</p> <p>Texas Department of Criminal Justice Contracts and Procurement Department Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 Attention: 696-PS-19-P015</p>	<p>6. FOR INFORMATION CONTACT:</p> <p>Lynne Piippo, CTPM, CTCM Contract Specialist</p> <p>PHONE: (936) 437- 7130 FAX: (325) 223- 0310 E-MAIL: lynne.piippo@tdcj.texas.gov</p>
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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: <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A-001	6/14/2019	A-002	6/27/2019
9. NAME AND ADDRESS OF OFFEROR: →	Recovery Monitoring Solutions Corporation 9090 North Stemmons Fwy. Suite A Dallas, Texas 75247-3521		10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) Terry Fain President/General Manager	
11. TELEPHONE NO. (Include area code) (214) 819-1400	12. SIGNATURE 		13. OFFER DATE June 17, 2019	

TO BE COMPLETED AT TIME OF AWARD

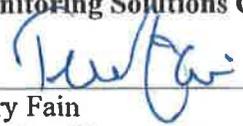
Document Type: 9

Statutory Cite: Texas Government Code, Sections 493.009, 508.119, 508.316 and 2155.140; Texas Administrative Code, Title 25, Part 1, Chapter 448, Subchapter I, Rule 448.911

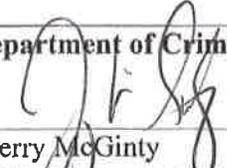
This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award; (b) the Contractor's offer, 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 the 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 (Upon Signature of Both Parties to August 31, 2020) shall not exceed \$36,250.00.

Recovery Monitoring Solutions Corporation

By: 
 Name: Terry Fain
 Title: President/General Manager
 Date: 11/22/2019

Texas Department of Criminal Justice

By: 
 Name: Jerry McGinty
 Title: Chief Financial Officer
 Date: 12/9/19

The following items are mutually agreed to by Recovery Monitoring Solutions Corporation and the Department and are hereby incorporated into this Contract.

1. The Solicitation, Offer and Award form, has been replaced to add the Contract number, complete the offer information, add the Contractor name and title in the Contractor signature block, and add the total funding for the Base Period.
2. Page 3, paragraph 1 of the introduction, has been revised to add the Contractor's name.
3. Section I, Contracting Parties, has been revised to add the Contractor's name.
4. Section II.M, General Duties and Obligations, has been revised to reflect the Contract term from 3 to 2 years.
5. Section III, Term of Contract, has been revised to delete references to Fiscal Year 2019.
6. Section VIII.A.6, Billing and Payments, has been revised to change the Contract term from 3 to 2 years.
7. Attachment A, Proposal Preparation Instructions and Notices, has been deleted.
8. Attachment B, Pricing, has been revised to update language, delete Program Budget and Budget Narrative and include the Contractor's pricing.
9. Attachment C, Representations, Certifications, and Other Statements of Offerors, has been revised to include the Contractor's responses to subsections I.B, II.B, IV.A, V.B, VIII, IX, X.
10. Attachment C Representation, Certifications, and Other Statements of Offerors, has been revised to add subsection VI.U, Human Trafficking Prohibition.
11. Attachment E, HUB Subcontracting Plan, has been revised to include the Contractor's completed forms and replace the Prime Contractor Progress Assessment Report to add the Contract number; date of award; Contract Administrator; Contractor name; State of Texas VID#; point of contact; and phone number.

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
CONTRACT FOR REENTRY PROGRAM**

This Contract is entered into by and between the Texas Department of Criminal Justice (TDCJ), hereinafter “Department”, and Recovery Monitoring Solutions Corporation hereinafter “Contractor,” pursuant to Texas Government Code, Sections 493.009, 508.119, 508.316 and 2155.140; Texas Administrative Code Title 25, Part 1, Chapter 448, Subchapter I, Rule 448.911; and in accordance with U.S. Department of Justice Grant BJA-2018-13607.

I. CONTRACTING PARTIES

Department: **Texas Department of Criminal Justice (TDCJ)**

Contractor: **Recovery Monitoring Solutions Corporation**

II. GENERAL DUTIES AND OBLIGATIONS

- A. The Department requires the Contractor to provide all necessary personnel, services, and otherwise do all things necessary for, or incidental to, establishing pilot sites for a Comprehensive Opioid Abuse Program – Technology Assisted Treatment (COAPTAT) for clients who have used or abused opioids and are returning to a rural county, or surrounding one of the four cities (*Amarillo, Longview, Odessa, and Texarkana*) listed in the nation’s top 25 cities identified as having opioid abusers. Texas counties may include, but are not limited to: *Angelina, Bowie, Camp, Cass, Cook, Delta, Ector, Fannin, Franklin, Grayson, Gregg, Harrison, Hopkins, Houston, Hunt, Jasper, Kaufman, Lamar, Marion, Midland, Morris, Navarro, Nacogdoches, Newton, Nueces, Panola, Polk, Potter, Red River, Rockwall, Rusk, Sabine, San Augustine, San Jacinto, Shelby, Titus, Trinity, Tyler, and Upshur.*
- B. The Department shall provide the equipment and technology assisted products needed to provide the COAPTAT services.
- C. The Contractor shall provide services in compliance with applicable rules, regulations, policies, procedures and laws.
- D. The Contractor shall provide technology assisted treatment to expand the continuum of care for clients who need quality programming for opioid abuse, but lack the resources (i.e. transportation, recovery support) to obtain the services.
- E. Eligible clients shall be those with an identified opioid use referred by the Department who participated in an in-prison substance use treatment program that do not have access to an aftercare program to meet their recovery needs after release. Eligible clients will also include clients who may not meet the in-prison substance use treatment program requirements but are in need of outpatient substance use treatment and do not have the resources to do so (i.e. transportation).
- F. The Contractor shall utilize web-based behavioral interventions. Web-based interventions shall be offered as a “stand-alone treatment” delivered over a structured period of time (i.e., 12 weeks) via technology.

- G. Web-based intervention shall also include a “clinician extender” option. The clinician extender allows the clinician to assign various therapeutic interventions that are technology-based to complement other services.
- H. The Contractor shall utilize processes allotted by the grant (i.e., utilization of monitoring devices) to enhance the services.
- I. The Contractor shall work with the client to ensure the client has the means (i.e., technology etc.) to participate in this level of service.
- J. The Contractor shall provide technology assisted treatment in the form of individual and group sessions.
- K. The Contractor shall designate the licensed or certified counselor(s) qualified to provide substance use treatment, to work with clients participating in the COAPTAT project.
- L. The Contractor shall ensure that the designated counselor(s) review and become familiar with the Substance Use Disorders (SUD) Tech Curriculum Training located at: <http://sudtech.org/> to help them understand more about the uses and benefits of technology assisted care and how it can be used to increase the effectiveness and reach of treatment for substance use.
- M. The Contractor shall provide technology assisted treatment services to a total of twenty-five (25) clients per year, averaging twelve (12) to thirteen (13) per caseload every six (6) months, for a total of two (2) years.
- N. Clients selected to participate in the technology assisted treatment project will participate over a six (6) month period. The six (6) months of services shall be conducted in the following intervals:
 - 1. The first ninety (90) days of treatment services, shall consist of individual sessions utilizing a Cognitive-Based Therapy (CBT) curriculum and Motivational Interviewing (MI).
 - 2. Individual sessions shall be conducted in intervals of two (2) thirty (30) minute sessions per week.
 - 3. Thirty (30) days prior to the end of the first ninety (90) days, the designated counselor shall assign the client to a recovery group based on the client’s needs addressed during treatment.
 - 4. The last ninety (90) days of treatment, services shall consist of recovery tracking/support services group sessions conducted in intervals of two (2) one (1) hour sessions per week.
- O. The Contractor shall utilize the Computer-Based Training for Cognitive Behavioral Therapy (CBT4CBT) curriculum developed by the National Institute on Drug Abuse (NIDA) and Substance Abuse and Mental Health Services Administration (SAMHSA), located at: <http://www.cbt4cbt.com/about-cbt4cbt/>. Additional or supplemental curriculum must be approved by the Department.

- P. The Contractor shall utilize the Treatment Research Institute (TRI) Recovery Tracking System to prepare the client for transition into the recovery tracking/support stage of the project. The TRI's Recovery Track is designed as a data collection approach that clinicians can easily incorporate into their usual practice. The clinical use includes, but is not limited to: individual case-level reports in the system to help problem solve with the client; motivate the client; support or encourage certain activities or behaviors; support relapse prevention strategies; track progress to adapt care; support implementation of evidence-based practices (e.g., MET, CBT, etc.).
- Q. The Contractor shall maintain a client treatment file onsite for each client participating in the COAPTAT services. The file shall contain all documentation that is pertinent to the client's participation in the COAPTAT, and any relevant information identified by the Department.
- R. The Contractor shall maintain on file a copy of TRI Recovery Track Reports utilized, and make available to the Department upon request.
- S. The Contractor shall complete a "Client Participation Summary" provided by the Department for each client participating in the COAPTAT services.
- T. The Contractor shall develop a schedule of treatment and recovery services for the project that contains the time, dates, and types of service offered to the client. A copy of the treatment schedule shall be approved by the Department prior to utilization.
- U. The Contractor shall work with the Department to identify a space within their organization for the technology assisted equipment that will be conducive to conducting individual treatment sessions. The Contractor shall make available a staff member qualified to assist with the installation and setup of the COAPTAT equipment or web-based applications.
- V. The Contractor shall work in conjunction with the Department to establish written protocols to govern the use of any technology to ensure long-term use and to maintain confidentiality and privacy. The Department shall have the final approval of protocols established by the Contractor for the COAPTAT services.
- W. The Contractor shall ensure the clients receive appropriate care in accordance with the Contract requirements without interruption or delay.
- X. The Contractor shall identify and coordinate Recovery Support Services for the project clients.
- Y. The Contractor will work in conjunction with the Department to identify backup alternatives for treatment to address issues that may occur to disrupt services (i.e. poor or failed internet connections, etc.).
- Z. The Contractor shall work with the Department to determine the project sustainability potential.

- AA. The Contractor shall track and submit monthly reports by the 5th of the following month, regarding project activities in a format determined by the Department, which shall, at a minimum include, but are not limited to, the following:
1. Number of clients participating in the technology assisted treatment;
 2. Type of opioid drug used/abused;
 3. Number of clients successfully completing the technology assisted treatment;
 4. Number of clients unsuccessful program exits (for this project, “unsuccessful program exits” are defined as clients who enrolled into the technology assisted treatment, participated, but did not complete all requirements of the services);
 5. Number of clients receiving Recovery Support Services and the types of recovery services received;
 6. Number of rural counties serviced as a part of the project;
 7. Number of hours/sessions in which the client participated;
 8. Rate of recidivism for the clients who have successfully or unsuccessfully exited the program; and
 9. Any information deemed necessary or requested by the Department to track and report the client’s progress.
- BB. The program shall have a base of recovery support partners (i.e., Recovery Oriented Systems of Care [ROSC], etc.) to jointly provide post-release services to clients with opioid use issues.
- CC. The Contractor shall be reimbursed a one-time fee for the installation of the TRI Recovery Tracking Software. Additionally, the Contractor shall be paid per user, per month.
- DD. Any equipment that becomes damaged or missing shall be reported to the Department in writing immediately. If the equipment becomes damaged as a result of negligence on the part of the Contractor or if the Contractor fails to report damaged or lost equipment, the Contractor shall be responsible for the cost to replace or repair the equipment. The Department shall determine fair market value. In the event the Contractor received some form of reimbursement or compensation for loss or damage to assets purchased with Department funds, the proceeds must be used to replace or repair such assets. All equipment purchased with grant funds will remain the property of the Department at the conclusion of this Contract. This includes acquisitions through lease-purchase agreements. The Department shall not pay for storage fees.
- EE. All applicants for employment by the Contractor (including consultants and independent contractors and their employees and agents who are paid with Department funds) shall be subject to a criminal background check, coordinated and conducted by the Department, prior to being hired by the Contractor. It is agreed that outside applicants who have criminal charges pending or who have any outstanding warrants will be

considered ineligible for employment consideration by the Contractor, in accordance with the Department Executive Directive, PD-75 (Applicants with Pending Criminal Charges or Prior Criminal Convictions), as revised. A nominal fee will be charged to the Contractor for these criminal background checks. An additional fee will be charged for any resubmission requests that have exceeded thirty (30) days. In addition to the background investigation reports, the Contractor shall maintain in each personnel file the Department's Texas Criminal Information Center/National Criminal Information Center (TCIC/NCIC) Pre-Employment Inquiry Results Letter, one complete Criminal History Record reflecting the fingerprint analysis and a satisfactory pre-employment drug test on each employee in compliance with the Department Executive Directive, PD-17 (Drug Free Workplace).

- FF. The Contractor shall submit an annual criminal background check request to the Department for each employee (including consultants, independent contractors and their employees and agents who are paid with Department funds) in the month designated by the Department. A nominal fee may be charged for the annual criminal background checks. A copy of the annual background check shall be maintained in the employees' personnel file.
- GG. The Contractor shall not employ any person who has received any conviction for a misdemeanor or felony offense, or an equivalent offense under the Uniform Code of Military Justice, and who is not currently incarcerated, in accordance with PD-75, as revised. This includes any employee employed by the Contractor at the time of the award. The Contractor shall notify the Department within seventy-two (72) hours of an employee's arrest.

The Contractor shall not employ any persons with felony or misdemeanor (A, B, or C) conviction or Department Offenders without the consent and written approval of the Department prior to being assigned to the program in accordance with PD-75.

- HH. The Contractor shall provide the Department with a current list of all employees including position title and other identifying classification at the beginning of each fiscal year. The Contractor shall maintain an inventory of all equipment issued by the Department. Inventory lists shall include complete descriptions of items, serial numbers, model numbers and location of each item of capitalized and non-capitalized equipment. All equipment shall be identified as property of the Department. Inventory updates shall be completed by the Contractor on a quarterly basis and submitted in writing to the Department.

III. TERM OF CONTRACT

The Contract will consist of a Base Period (Upon Signature of Both Parties through August 31, 2020), unless terminated sooner under the provisions in Section XIX, Default and Termination. The Contract may be extended for one (1) one (1) year renewal Option Period (September 1, 2020 through August 31, 2021) upon written agreement of both parties.

IV. 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, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further

agrees to cooperate fully with the State Auditor's Office, or its successor, in the conduct of the audit or investigation, including providing all records requested. 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. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.

- B. The Contractor shall participate in program evaluations and fiscal audits conducted by the Department, as deemed necessary.

V. 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. 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.

VI. 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 Executive Director has designated the Chief Financial Officer to act in his/her behalf on matters requiring signature approval of the Authorized Representative. The TDCJ-RPD Director has been designated as the Authorized Representative to act on behalf of the Chief Financial Officer 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) or his/her designated representative (Chief Financial Officer) 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 or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, 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.

VII. CONTRACT SPECIALIST

- A. The Contract Specialist for administration of this Contract is Lynne Piippo.
- B. The telephone number for the Contract Specialist is (936) 437-7130.
- C. The fax number for the Contract Specialist is (325) 223-0310.
- D. The e-mail address for the Contract Specialist is lynne.piippo@tdcj.texas.gov.
- E. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes and issuance of written changes/modifications to this Contract.

VIII. BILLING AND PAYMENTS

- A. Payment for Services
 - 1. The Contractor agrees to establish controls that ensure the expenditures charged to program activities are allowable under the provisions of Attachment B, Pricing. The Contractor shall be liable to the Department for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by the Contractor that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to the Department within thirty (30) working days.
 - 2. 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. The Contractor may offer prompt payment discount(s), 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 payments. Prompt payment discounts and payment terms must be stated on each invoice.
 - 3. The Department shall require the Contractor to provide monthly detailed invoices within ten (10) working days following the end of the reporting period.
 - 4. The original invoice shall be submitted to the Office designated below:

TDCJ – Rehabilitation Programs Division
Attention: Candace Carter, Accountant V
Two Financial Plaza, Suite 370
Huntsville, Texas 77340

5. The Department reserves the right to deny payment for any services performed more than forty-five (45) days from the date of the invoice.
6. The Contractor shall develop, implement, and maintain a financial management and control system that includes the development of a budget of two (2) years that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by the Department prior to the exaction thereof. The Contractor shall expend any and all funds disbursed by the Department only in accordance with the approved Program Budget.
7. Questionable Expenditures. The Contractor is prohibited from expending any funds received hereunder for illegal purposes. The Contractor is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

B. Payments

1. It is recommended that the Contractor receive payments via Electronic Funds Transfer (EFT), also known as Direct Deposit.
2. 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
Accounts Payable
P.O. Box 4018
Huntsville, Texas 77342-4018

3. 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.
4. 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.
5. 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:

C. Late Payment

Any amount owed to the Contractor more than one (1) day beyond the date such amount is due, as described in Section VIII.A.2 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.

D. Withholding of Payments

The Department reserves the right to withhold funds or require the return of funds in the case of non-compliance with the Department's regulations, standards and policies.

E. 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.

F. 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.

IX. 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 Rating 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, \$500,000.00 per each accident; and

- b. By disease, \$500,000.00 per employee with a per policy aggregate of \$500,000.00.
- 2. **Commercial Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit \$1,000,000.00 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 \$1,000,000.00 per occurrence, and \$2,000,000.00 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 \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 5. **Commercial Crime Insurance** to cover losses from Employee Dishonesty with a minimum limit of \$1,000,000.00 each occurrence endorsed to cover third party property. The Department must be a joint loss payee.

NOTE: If the insurance described in 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.

- E. 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:
 - 1. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
 - 2. 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.
 - 3. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.
 - 4. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

5. Ensure that all certificates of insurance identify the service or product being provided and the name of the responsible party.
6. 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.
7. All insurance coverage obtained by the Contractor shall continue in full force and effect during the term of the Contract. 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 date on which the services of the Contractor shall commence.
8. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five percent (5%) of the required yearly aggregate limit of coverage.
9. The Contractor is responsible for the first (1st) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
10. 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.
11. 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.

X. 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 this Contract 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 omission 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 Contractor shall include Non-Discrimination and Authority to Audit Clauses in all subcontracts.
 - 6. 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.

XI. HISTORICALLY UNDERUTILIZED BUSINESSES (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 Attachment E.

- 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, the Department'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] day of the following month) the Prime Contractor Progress Assessment Report, which is included with Attachment E.

XII. 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 all applicable federal and State laws, including Texas Government Code, Section 411.083, and 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 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 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.

XIII. 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 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.

XIV. RECORDS RETENTION

The Contractor must retain all financial records, including supporting documents, statistical records, and any and other records or books, relating to the contractor's performance under the Contract. These records must be maintained in accordance with the TDCJ Records Retention Schedule. The Contractor will grant access to all books, records, and documents pertinent to the Contract to the TDCJ, SAO, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

XV. 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, fax 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.

XVI. FREE EXERCISE OF RELIGION

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

XVII. 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.

XVIII. ADVERTISING OF AWARD

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

XIX. DEFAULT AND TERMINATION

In the event the Contractor fails to fulfill its contractual obligations as set forth herein, the Department shall provide written notification to the Contractor that possible breach of Contract has occurred. The Contractor shall submit a mutually agreeable solution to the Department within twenty (20) days of notification. If an agreeable solution cannot be reached within twenty (20) days of notification, the Department reserves the right to terminate this Contract upon ten (10) days written notice to the Contractor.

Either party may terminate this Contract, without cause, upon fifteen (15) days prior written notice to the other party.

Within twenty (20) days after the effective date of termination, the Contractor shall submit its statement for services rendered prior to the date of termination.

XX. REMEDY OF CONTRACTOR

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

XXI. 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 claims 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 Texas Government Code, Chapter 2260, 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.

XXII. INDEMNIFICATION OF THE DEPARTMENT

A. Acts or Omissions

The Contractor shall indemnify and hold harmless the State of Texas, the Department, 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, and 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.

B. Infringements

1. The Contractor shall defend, indemnify, and hold harmless the Department and the State of Texas from and against any and all claims, violations, misappropriations or infringement of any patent, trademark, copyright, trade secret or other intellectual property rights and/or other intangible property, publicity or privacy rights, and/or in connection with or arising from: (1) the performance or actions of the Contractor pursuant to this Contract; (2) any deliverable, work product, configured Service or other service provided hereunder; and/or (3) the Department's and/or the Contractor's use of or acquisition of any requested Services or other items provided to the Department by the Contractor or otherwise to which the Department has access as a result of the Contractor's performance under the 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 attorney's fees. The defense shall be coordinated by the Contractor with the Office of the Texas Attorney General (OAG) 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 OAG. In addition, the Contractor will reimburse the Department and the State of Texas for any claims, damages, costs, expenses, or other amounts, including, but not limited to, attorney's fees and court costs, arising from any such claim. If the Department determines that a conflict exists between its interests and those of the Contractor or if the Department is required by applicable law to select separate counsel, the Department will be permitted to select separate counsel and the Contractor will pay all reasonable costs of the Department's counsel.
 2. The Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by:
 - a. Use of the product of service for a purpose or in a manner for which the product or service was not designed;
 - b. Any modification made to the product without the Contractor's written approval;
 - c. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
 - d. Any intellectual property right owned by or licensed to the Department; or
 - e. 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 of 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.

D. Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

1. 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.
2. 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 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. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

XXIII. 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.

XXIV. 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.

XXV. 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 paragraphs 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.

XXVI. 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.

XXVII. 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, clients or providers who have or are perceived to have a disability because AIDS/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.

XXVIII. CONFIDENTIALITY AND OPEN RECORDS

- A. 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.
- B. 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.

XXIX. CONTRACT CHANGES

This Contract and any written modifications constitute the sole agreement of the Contractor and the Department. Any oral agreements or understandings outside the terms of this Contract shall be void.

XXX. 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.

XXXI. 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.

XXXII. NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to 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 XXI.

XXXIII. 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.

XXXIV. 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.

XXXV. 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/>.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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 or by e-mail.

Notices to the Department shall be sent to:

Lynne Piippo, Contract Specialist
Texas Department of Criminal Justice
Contracts and Procurement Department
Client Services and Governmental Contracts Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340
lynne.piippo@tdcj.texas.gov

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.

XXXIX. SUBSTITUTIONS

Substitutions are not permitted without written approval of the Department.

XL. 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.

XLI. ANTITRUST AFFIRMATION

The Contractor shall confirm, under penalty of perjury of the laws of the State of Texas that: (1) in connection with this Contract, neither the Contractor nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code, Chapter 15; (2) in connection with this Contract, neither the Contractor nor any representative of the Contractor have violated any federal antitrust law; and (3) neither the Contractor nor any representative of the Contractor have directly or indirectly communicated any of the contents of this Contract to a competitor of the Contractor or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Contractor.

XLII. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

The Contractor certifies that the representations and certifications included as Attachment C are true and accurate.

PRICING

I. PRICING INSTRUCTIONS

- A. This is a firm fixed-price Contract.
- B. Section V, Pricing Schedule, incorporates the price per client.

II. RESERVED FOR FUTURE USE

III. ALLOWABLE COSTS

The proposed budget shall include only costs that are allowed under the grant funds as allocated for the: BJA FY18 Comprehensive Opioid Abuse Site-based Program: Category 2: Technology Assisted Treatment Programs: U.S. Department of Justice Grant #BJA-2018-13607.

IV. 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; tobacco products and mileage/reimbursement in excess of the current State rate.

V. PRICING SCHEDULE

TERM OF CONTRACT	NUMBER OF CLIENTS	PRICE PER CLIENT
Base Period		
USOBP – 08/31/2020	12-13 per six (6) months	\$ 1,450.00
Option Period One		
09/01/2020 – 08/31/2021	12-13 per six (6) months	\$ 1,495.00

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**I. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION****A. Definition**

1. “Historically Underutilized Business (HUB)” means an entity with its principal place of business in this State that is:
 - a. 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;
 - b. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an Economically Disadvantaged Person;
 - c. 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;
 - d. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or
 - e. 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.
2. “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, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

B. 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.

II. 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.

V. 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.

A. 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.

B. Tie-Bid Preferences

- Goods produced or offered by a Texas bidder that is owned by a Texas Resident Service-Disabled Veteran.*
- Goods produced in Texas or offered by a Texas 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 bidders.*
- Services offered by a Texas bidder that is owned by a Texas Resident Service-Disabled Veteran.*
- Services offered by a Texas 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.

C. 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).
- Commercial production company or advertising agency located in Texas.

*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).

VI. 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:

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. No Litigation

1. 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.

2. 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.
3. Prior to the Department making an award of this Contract, the Department may require 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.
4. 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:
 - a. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;
 - b. 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; and
 - c. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract.
5. The Contractor shall provide in writing, to the Contract Specialist, a quarterly report listing litigation identified in the above requirements.

G. Taxes

1. 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.
2. 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.
3. The Contractor represents and warrants that it 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 the Contractor or its employees.

H. 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.

I. Disclosure

There is no material fact that 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.

J. No Collusion

1. 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.
2. 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 offer made to any competitor or any other person engaged in such line of business.

K. Ethics

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.

2. Disclosure of Interested Parties

In accordance with Texas Government Code, Section 2252.908, a governmental entity or State Agency may not enter into a contract valued at \$1,000,000.00 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 governmental entity or State Agency at the time the business entity submits the signed Contract to the governmental 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/filinginfo/1295/>.

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.

L. 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.

M. Contracting with Executive Head of State Agency

1. 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.
2. 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: _____

N. 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 contract is signed or the procurement is terminated or withdrawn.

O. 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.

P. 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), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Q. Prohibition of a State Agency Contracting With Companies that Boycott Israel

If the Contractor is required to make a certification pursuant to Texas Government Code, Section 2270.002, the Contractor certifies that the Contractor does not boycott Israel and will not boycott Israel during the term of the Contract. If the Contractor does not make that certification, the Contractor must notify the Contract Specialist and state why the certification is not required. The Contractor acknowledges that this Contract may be terminated and payment withheld if the certification is inaccurate.

R. Prohibition of a State Agency Contracting With Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

The Contractor certifies that they are in compliance with Texas Government Code, Chapter 2252.152, relating to the prohibition of a State Agency contracting with companies that are engaged in business with Iran, Sudan, or foreign terrorist organizations. 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.

S. 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, including a contract for which purchasing authority is delegated

to a State Agency, that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, 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.

T. 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.

U. Human Trafficking Prohibition

Under Texas Government Code, Section 2155.0061, 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.

VII. 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:

A. Authorization

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

B. 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.

C. 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.

VIII. AUTHORIZED NEGOTIATORS

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

Terry Fain, President/General Manager Will Hajek, Vice President/Chief Financial Officer

Office (214) 819-1400/Cell (303) 917-6216 Office (214) 819-1400

IX. 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: 75-2615494

X. 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: Julie Girard Title: Director of Treatment & Education

Phone Number: (214) 819-1400/Cell (214) 354-7554 Fax Number: (214) 889-8065

Street Address: 9090 North Stemmons Freeway, Suite A

City: Dallas State: Texas Zip Code: 75247-3521

E-mail Address: julie.girard@recoveryms.com

XI. 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.

Recovery Monitoring Solutions Corporation
Name of Offeror

696-PS-19-P015
Solicitation No.


Signature of Authorized Individual

June 17, 2019
Date

Terry Fain, President/General Manager
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.

Project Narrative
Category 2: Technology Assisted Treatment
U.S. Department of Justice Grant #BJA-2018-13607
Program Overview

In a 2016 report by Castlight, a San Francisco health-benefits platform provider, Texas has four (4) cities listed in the nation's top 25 cities identified as having opioid abusers: Texarkana, Amarillo, Odessa, and Longview. As of April 30, 2018, the Texas Department of Criminal Justice (TDCJ) identified 1,100 (17%) offenders participating in the in-prison substance abuse treatment programs who have used or abused opioids (TDCJ, 2018). Many identified in this group are releasing back to rural areas within the State of Texas.

TDCJ continues to strive to develop alternatives to help decrease the service gaps for those in rural areas. Due to the geographical makeup of Texas, on an average the closest treatment provider to rural areas who release from an in-prison treatment program and are still in need of aftercare services in the community setting. The program will also target offenders who may not meet the in-prison substance abuse treatment program requirements but are required to participate in outpatient substance abuse treatment and do not have the resources to do so (i.e., transportation).

The goal of the TDCJ Technology Assisted Treatment Program is to expand the continuum of care services to support the participants in their need for quality programming for opioid abuse. But due to the lack of resources (i.e., transportation, Recovery Support) they are unable to obtain the services, or maintain the abstinence. To achieve this goal, the TDCJ Technology Assisted Treatment Program has the following objectives:

- Objective 1: Through partnerships with the pilot sites, the TDCJ will have expanded treatment and recovery support services of opioid abuse to 100 offenders annually, and 300 offenders over the program period through Technology Assisted Treatment.
- Objective 2: By the end of the thirty-six (36) month program period, the TDCJ in partnership with the pilot sites will have provided Technology Assisted Treatment and recovery support services to the identified population in order to help increase abstinence from opioid use.
- Objective 3: Throughout the program period, the TDCJ and the pilot sites will monitor and examine the success of the Technology Assisted Treatment for the identified population and adjust services and practices to better enhance the capabilities to offer Technology Assisted Treatment.
- Objective 4: Throughout the program period, the TDCJ and the pilot sites will have collaborated to promote effective interaction of the use of resources for the criminal justice population.

The proposed pilot sites identified in Texas cities to participate in the Technology Assisted Treatment Program are: *Amarillo, Longview, Odessa and Texarkana*, that may include but are not limited to, Texas counties of *Angelina, Bowie, Camp, Cass, Cook, Delta, Ector, Fannin, Franklin, Grayson, Gregg, Harrison, Hopkins, Houston, Hunt, Jasper, Kaufman, Lamar, Marion, Midland, Morris, Navarro, Nacogdoches, Newton, Nueces, Panola, Polk, Potter, Red River, Rockwall, Rusk, Sabine, San Augustine, San Jacinto, Shelby, Titus, Trinity, Tyler and Upshur*.



HUB Subcontracting Plan (HSP)

Rev. 2/17

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) §20.284 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 §20.285(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:

- 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.

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

<p>a. Respondent (Company) Name: <u>Recovery Monitoring Solutions Corp.</u></p> <p>Point of Contact: <u>Terry Fain</u></p> <p>E-mail Address: <u>terry.fain@recoveryms.com</u></p> <p>b. Is your company a State of Texas certified HUB? <input type="radio"/> - Yes <input checked="" type="radio"/> - No</p> <p>c. Requisition #: <u>696-PS-19-P015</u></p>	<p>State of Texas VID #: <u>17526154947</u></p> <p>Phone #: <u>(303) 917-6216</u></p> <p>Fax #: <u>(214) 889-8065</u></p> <p>Bid Open Date: <u>06/27/2019</u> <small>(mm/dd/yyyy)</small></p>
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Enter your company's name here: Recovery Monitoring Solutions Corp. Requisition #: 696-PS-19-P015

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 §20.282, 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 <u>do not</u> 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		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://comptroller.texas.gov/purchasing/vendor/hub/forms.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.

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Enter your company's name here: Recovery Monitoring Solutions Corp. Requisition #: 696-PS-19-P015

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

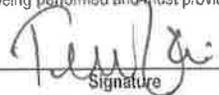
If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

Recovery has operated and managed an online tele-treatment substance abuse counseling program similar to that described in this solicitation since January 2019. Through our experience, we can attest without equivocation that we are fully capable of performing all duties of the resulting contract with our own employees.

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.


Terry Fain
President/General Mgr.
6/19/19
 Signature Printed Name Title 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.



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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-PS-20-20-C096 Date of Award: USOBP Object Code: _____
(mm/dd/yyyy) (Agency Use Only)

Contracting Agency/University Name: Texas Department of Criminal Justice

Contract Administrator Name: Lynne Piippo, CTPM, CTCM

Contractor (Company) Name: Recovery Monitoring Solutions Corporation State of Texas VID #: 17526154947

Point of Contact: Terry Fain Phone #: (303) 917-6216

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/tpasscmbsearch/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)
N/A				\$	\$	
				\$	\$	
				\$	\$	
				\$	\$	
				\$	\$	
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TOTALS:			\$ 0.00	\$	\$	

Signature: _____ Title: _____ Date: _____