

TEXAS CIVIL COMMITMENT OFFICE



This contract, number BE-16-0402, is entered into by and between the Texas Civil Commitment Office (TCCO), formerly known as the Office of Violent Sex Offender Management (OVSOM or "the Office"), an agency of the State of Texas, and Chas Woodrick, Ph.D. ("Contractor"), an Individual, (collectively, "the Parties").

1. **Purpose of the Contract.** The Office agrees to purchase, and Contractor agrees to provide, services and/or goods to the eligible populations as described in the Notice of Open Enrollment OE # 53700-6-0000149483, Clinical Examiner Services.

2. **Total Amount of the Contract.** The total contract amount shall not exceed \$25,000.00 per fiscal year, and the payment method shall be as specified in the Open Enrollment Solicitation.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs, amendment to the Appropriations Act, or any other disruptions of current appropriated funding for this Contract, TCCO may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on the date of execution through August 31, 2020. TCCO may, at its sole discretion, renew a contingency contract after the initial term. Contracts may be renewed up to four additional one year period contract terms. Renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor during the contract period. TCCO is not responsible for payment under this Contract before both parties have signed the Contract.

5. **Termination.** This Contract may be terminated by mutual written agreement of both Parties. Either Party may terminate this Contract by giving the other Party thirty (30) days written notice of its intent to terminate. Written notice may be sent by any method which provides verification of receipt and the thirty (30) days will be calculated from the date of receipt. This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract. Upon termination of all or part of this Contract, TCCO and the Contractor will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

6. **Authority.** TCCO enters into this Contract under the authority of Title 11, Health and Safety Code, Chapter 841. If this is a professional services contract authority is also granted through Professional Services Procurement Act, Texas Government Code, §§2254.001-2254.005, Health and Safety Code, §12.0121, and 25 Texas Administrative Code, §1.181; and Contractor shall perform "professional services" within the meaning of that term as defined in the above.

7. **Documents Forming Contract.** The Contract consists of the following:

- a. Core Contract (this document);
- b. Solicitation Document, Notice of Open Enrollment OE #53700-6-0000149483 Clinical Examiner Services, including Appendices A through I; and
- c. Contractor's Response(s) to the Solicitation Document(s).

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by TCCO and Contractor and incorporated herein.

8. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Solicitation Document and then Contractor's response to the Solicitation Documents, if any.

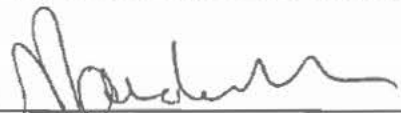
9. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Dr. Chas Woodrick
7011 Sugar Oaks Ct
Richmond, Texas 77407-0825

10. **Entire Agreement.** The parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named Party.

TEXAS CIVIL COMMITMENT OFFICE

By: 
Signature of authorized Official

9-29-15
Date

Marsha McLane

Executive Director
Texas Civil Commitment Office

PO Box 149347 - MC 4300
Austin, Texas 78754

512-834-4590

marsha.mclane@tcco.texas.gov

CHAS WOODRICK, Ph.D.

By: 
Signature

09/14/15
Date

Charles P. Woodrick, Ph.D., Psychologist
Print Name and Title

7011 Sugar Oaks Ct
Address

Richmond, TX 77407-0823
City, State, Zip

281-701-1226
Telephone

cwoodrick@comcast.net
E-mail Address for Official Correspondence

FORM A: Face Page

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# 53700-6-0000149483

| | | |
|---|--|--|
| CONTRACTOR INFORMATION | | |
| 1) LEGAL NAME: | Charles P. Woodrick, Ph.D. | |
| 2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): | 7011 Sugar Oaks Ct Richmond, Fort Bend Co, TX 77407-0825 | |
| 3) PAYEE Mailing Address, including 9-digit zip code (if different from above): | 7011 Sugar Oaks Ct Richmond, Fort Bend Co, TX 77407-0825 | |
| 4) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID No. (14-digit) or if an individual, Social Security Number (9-digit) : | ██████████ | |
| *The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests. | | |
| 5) TYPE OF ENTITY (check all that apply): | | |
| <input type="checkbox"/> City | <input type="checkbox"/> Nonprofit Organization* | <input checked="" type="checkbox"/> Individual |
| <input type="checkbox"/> County | <input type="checkbox"/> For Profit Organization* | <input type="checkbox"/> FQHC |
| <input type="checkbox"/> Other Political Subdivision | <input type="checkbox"/> HUB Certified | <input type="checkbox"/> State Controlled Institution of Higher Learning |
| <input type="checkbox"/> State Agency | <input type="checkbox"/> Community-Based Organization | <input type="checkbox"/> Hospital |
| <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Minority Organization | <input type="checkbox"/> Private |
| | <input type="checkbox"/> Faith-based Organization | <input type="checkbox"/> Other (specify): _____ |
| *If incorporated, provide 10-digit charter number assigned by Secretary of State: | | |
| 6) WILLING TO TRAVEL: | <input checked="" type="checkbox"/> yes or <input type="checkbox"/> no | |
| 7) LIST ALL COUNTIES CONTRACTOR CAN SERVE: | All counties statewide in Texas. | |
| 8) CONTACT PERSON | | |

Name: Charles P. Woodrick
Phone: 281-701-1226
Fax: 281-494-5337
email: cwoodrick@comcast.net

The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications attached in Appendix A, and will provide services in accordance with **25 Texas Administrative Code, §§37.51-37.65**. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

9) AUTHORIZED REPRESENTATIVE

Name: Charles P Woodrick
Phone: 281-701-1226
Fax: 281-494-5337
Email:
cwoodrick@comcast.net

10) SIGNATURE OF AUTHORIZED REPRESENTATIVE



11) DATE

August 31, 2015

FORM B: Open Enrollment Application Checklist

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# 53700-6-0000149483

Each Enrollment Application Must Contain the Following Completed Items:

| Document | Check (√), if Included |
|--|---------------------------|
| FORM A: TCCO Face Page – Signature Required | √ |
| FORM B: Open Enrollment Application Checklist | √ |
| FORM C: Additional Clinical Examiners | √ |
| FORM D: Vendor Information Form – Signature Required | √ |
| FORM E: Copy of the current Texas Psychiatrist or Psychologist License: Documentation reflecting recognition by respective licensing board | √ |
| Form F: Pricing | √ |
| Form G: Child Safety Zone Certification | √ |
| Form H: Copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance | √ |
| Form I: Resume | √ |

FORM D: Vendor Information Form
 Texas Civil Commitment Office
 Clinical Examination Services
 Open Enrollment Application OE#
 53700-6-0000149483

VENDOR INFORMATION NEW or Update Information

1a. Legal name of **Other Party (OP)** as it appears on documentation from IRS, Comptroller, or Secretary of State. This is the name that will appear on the contract document either as "Contractor" or by name. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney.
 Charles P. Woodrick

1b. **OP Address including Street and Mailing Addresses, City, County, State and 9-digit Zip Code:** 7011 Sugar Oaks Ct, Richmond, Texas 77407-0825

1c. **PAYEE Name and Mailing Address including 9-digit zip code** (as it should appear on financial instruments and remittances):
 Charles P. Woodrick, 7011 Sugar Oaks Ct, Richmond, Texas 77407-0825

1d. Federal Employer Identification No. [FEIN] (9- Digit), name and Social Security Number (SSN), if individual, or State of Texas Comptroller Vendor Identification No. (14-digit). XXXXXXXXXX
NOTE: *The contractor acknowledges, understands and agrees that the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

1e. **Mail code**, if known (3 digits): 000

2. TYPE OF ENTITY (enter appropriate in box): Is your entity certified as a HUB? Yes No

| | |
|--|-----------------------------------|
| A. City or County (Governmental Entity) | E. Texas Non-profit Corporation * |
| I. Sole Proprietor M. Out-of-State Corp | F. Texas For Profit Corporation* |
| B. State Agency | G. Professional Association* |
| J. Individual N. Other *** | H. Regular Association |
| C. State Institution of Higher Learning | |
| K. Partnership** | |
| D. Other Political Subdivision | |
| L. Limited Partnership** | |

*Please provide 10-digit charter or file number assigned by the Secretary of State:

****Please provide the name and SSN or FEIN of each partner.** _____

*****If "Other", specify.** _____

3a. Legal name of person or entity authorized to contract with the Texas Civil Commitment Office: Charles P. Woodrick, Ph.D.

3b. Typed Name & Title of Person Authorized to Sign Contracts:

Charles P. Woodrick, Ph.D.
Psychologist

3b. Telephone

281-701-1226

3c. Typed Name & Title of Contact Person (Contract Documents and Correspondence)

Charles P. Woodrick, Ph.D., Psychologist

3c. Telephone

281-701-1226

3d. Contact Person's E-mail Address

cwoodrick@comcast.net

4a. Signature of person Authorized to Sign Contracts :



4b. Date

08/31/15


Form E: Texas Clinical Examiner License

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# 53700-6-0000149483

Contractor must use this space to attach a copy of Texas Psychiatrist or Psychologist Examiner License; Documentation reflecting recognition by respective licensing board.

*Copies of Texas Psychiatrist or Psychologist Examiners License and documentation of respective licensing board recognition must be included for all clinical examiners. Add additional pages if necessary.

| | |
|---|--|
| TEXAS STATE BOARD OF EXAMINERS OF PSYCHOLOGISTS | |
| ANNUAL RENEWAL PERMIT | |
| THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF TEXAS | Licensed Psychologist CHARLES PHILIP WOODRICK PH.D. 7011 SUGAR OAKS CT RICHMOND, TX 77407-0825 |
| 22075 | April 30, 2016 |
| _____ LICENSE NO. | _____ EXPIRATION DATE |
| MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE | |



F: Pricing

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# 53700-6-0000149483

| Service Type | *Price |
|------------------------------------|---------------------------------|
| Clinical Examination | \$1,500.00 (Per Exam) |
| Affidavit | \$150.00 (Per Affidavit) |
| Court Appearance/Testimony | \$150.00 (Hourly Rate) |
| Cancellations | Travel Reimbursement |
| Refusal with written report | \$ 800.00 |
| Supplemental Report | \$600.00 (Per Report) |

*Price shall not exceed respective service rates as listed above.

Travel Rates based on State Travel rates at:

<https://fmx.cpa.state.tx.us/fm/travel/travelrates.php>

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# 53700-6-0000149483

Contractor Name and Location(s) where services will be provided:

Charles P. Woodrick, Ph.D.

Texas Civil Commitment Center
2600 S. Sunset Ave.
Littlefield, Texas 79339-4809
(806) 485 - 8100

I certify that the above listed facility _____ *is* (or) ___x___ *is not* located in a child safety zone*.



Authorized Signature

Charles P. Woodrick

Name

Psychologist

Title

08/31/15

Date

***CHILD SAFETY ZONE** The 1,000 foot buffer zone that must be maintained between sex offenders and any premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, or public swimming pools. Any area within 1,000 feet of these types of premises is considered a child safety zone, unless modified by TCCO. The TCCO shall provide the contractor written notice of any approved modification to the distance requirement.

Note: This form is required to be completed for each location providing Services under this contract.

FORM H: Professional Malpractice Insurance Policy or Errors and Omissions Insurance

Texas Civil Commitment Office
Clinical Examination Services

FORM I: Resume

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# 53700-6-0000149483

Contractor must use this space to attach a copy of their resume.

Contractor must use this space to attach a copy of their resume.

CURRICULUM VITA

Charles P. Woodrick, Ph.D.
Psychologist

I. PROFESSIONAL ADDRESS

Charles P. Woodrick, Ph.D.
7011 Sugar Oaks Ct
Phone (281) 701-122
Fax (281) 494-5337
email: cwoodrick@comcast.net

II. EDUCATION

| <u>Degree</u> | <u>Institution</u> | <u>Year</u> |
|-------------------------------|---|-------------|
| Ph.D. - Counseling Psychology | Texas A&M University College Station, TX | 1979 |
| M.S. - Counseling | State University of New York Oneonta, N.Y. | 1975 |
| B.A. - Sociology | Hartwick College Oneonta, N.Y. | 1971 |

III. LICENSURE AND CERTIFICATION

Licensed Psychologist #22075 - Licensed since 11/15/80 by the Texas State Board of Examiners of Psychologists

Health Service Provider in Psychology #30296 - Council for the National Register of Health Service Providers in Psychology

IV. PROFESSIONAL EXPERIENCE

June 2003 - Present: Psychologist (F/T Private Practice), 7011 Sugar Oaks Ct, Richmond, Texas 77407-0825

- MDT civil commitment evaluations of incarcerated sex offenders; biennial evaluations of SVPs under civil commitment; depositions and trial testimony for SVP civil commitment cases; Social Security disability evaluations; individual psychotherapy

June 2003 – June 2007: Psychologist, The Village, 1341 Blalock Rd, Houston, Texas 77055; Richmond Healthcare Center, 705 Jackson, Richmond, Texas 77469; Brazosview Healthcare Center, 2127 Preston, Richmond, Texas 77469

- Contract psychologist with Vericare providing psychological services to residents of nursing homes including geriatric and other adult residents

January 1996 – June 2003: Correctional Managed Care Psychologist, University of Texas - Medical Branch, Jester IV Psychiatric Facility, Richmond, Texas

- Diagnose and evaluate TDCJ-ID offenders for inpatient mental health treatment; conduct and supervise psychological and forensic evaluations of TDCJ-ID offenders, state jail confinees, probationers assigned to substance abuse treatment facilities and sex offenders both pre-release and on probation; supervise interdisciplinary treatment teams in crisis management, acute care, intermediate care and D&E units; supervise master's level psychotherapists, social workers, Ph.D. interns and practicum students; conduct and supervise both individual and group psychotherapy; conduct and supervise psychological testing; conduct staff training; serve on Peer Review Committee; serve on interview boards for job applicants; conduct employee evaluations.

May 1992 – December 1995: Correctional Psychologist I, Texas Department of Criminal Justice – Institutional Division, Jester IV Psychiatric Facility, Richmond, Texas

- Supervise interdisciplinary treatment teams including psychiatrists, master's level associate psychologists, social workers, RNs and LVNs in intermediate care units; conduct and supervise both individual and group psychotherapy; conduct and supervise psychological testing; conduct staff training; serve on interview boards for job applicants; perform employee evaluations.

January 1981 – May 1992: Psychologist (P/T Private Practice), Beaumont, Texas

- Individual, marital and family counseling and psychotherapy with adults and adolescents; psychological testing and evaluations; EAP services; hypnotherapy; public speaking and media consultant on mental health issues.

April 1990 - May 1992 - Clinical Psychologist /Clinic Coordinator, Life Resource (MHMR), 655 S. 8th Street, Beaumont, Texas 77701

- Supervise master's level psychotherapists, caseworkers and clerical staff in an MHMR outpatient clinic; individual and group counseling and psychotherapy with adults, children, and adolescents; psychological testing and evaluations; EAP services; conduct staff inservices; interview job applicants; perform employee performance reviews.

September 1985 - October 1988 - Director of Counseling Services, Counseling Center, Lamar University, Beaumont, Texas

- Administration and supervision of Counseling Center programs, services, professional

and clerical staff, practicum students; individual, group, marital, academic and career counseling and psychotherapy with students, faculty and staff; psychological testing, interpretation and evaluations; provide staff training; conduct student seminars on mental health issues; serve on University committees, interview job applicants; conduct employee performance reviews.

March 1980 - September 1985 - Psychologist / Director of Testing, Counseling Center, Lamar University, Beaumont, Texas

- Individual, group, marital, academic and career counseling and psychotherapy with students, faculty and staff; psychological testing, interpretation and evaluations; supervise administration of national and institutional testing programs (*SAT, GRE, LSAT, etc.*); provide staff training; conduct student seminars on mental health issues; serve on University committees.

September 1979 - February 1980 - Counseling Psychologist, Counseling Center, Texas A&M University, College Station, Texas

- Individual, group, academic and career counseling and psychotherapy with University students; psychological testing and evaluations; crisis intervention; psychiatric referrals and consultation.

September 1978 - August 1979 - Counseling Psychology Intern, Counseling Center, Texas A&M University, College Station, Texas

- Individual, group, marital, career and academic counseling and psychotherapy with University students; crisis intervention; psychiatric referral and consultation; psychological testing and evaluations.

September 1977 - August 1978 - Graduate Assistant - Counselor, Counseling Center, Texas A&M University, College Station, Texas

- Individual, group, career and academic counseling and psychotherapy; psychological and career testing and evaluations.

January 1976 - August 1977 - Graduate Assistant - Teaching, Department of Educational Psychology, Texas A&M University, College Station, Texas

- Teach undergraduate educational psychology classes; assist department faculty in research studies and statistical analyses.

V. PROFESSIONAL AFFILIATIONS

- Member, *Texas Psychological Association*

- Member, cofounder and twice President of *Fort Bend Psychological Association*
- Twice President of *Southeast Texas Psychological Association*

VI. PUBLICATIONS

Woodrick, C., Chissom, B. & Smith D. (1977). Television viewing habits and parent-observed behaviors of third grade children. *Psychological Reports*, 40, 830.

Woodrick, C. P. (1979). The development and standardization of an attitude scale designed to measure career myths held by college students. Doctoral dissertation, Texas A & M University, College Station.



TEXAS CIVIL COMMITMENT OFFICE

Formerly known as:

OFFICE OF VIOLENT SEX OFFENDER MANAGEMENT

OPEN ENROLLMENT

**CLINICAL EXAMINER SERVICES FOR
CIVILLY COMMITTED SEX OFFENDERS**

OE # HHS0000177

Class/Item: 948-76

Enrollment Period Opens: 08/14/2015

Enrollment Period Closes: 08/31/2020

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I. INTRODUCTION AND DEFINITIONS

A. Introduction

The State of Texas by and through the Texas Health and Human Services Commission (HHSC) on behalf of the Texas Civil Commitment Office (TCCO), formerly known as the Office of Violent Sex Offender Management (OVSOM) announces this notice of Open Enrollment (OE) to provide clinical examinations for civilly committed sex offenders.

TCCO will utilize a rotation schedule to select OE clinical examiners. A TCCO client identified as requiring a clinical examination will be referred to an approved OE clinical examiner based on the following:

1. Geographic proximity to the client’s residence
2. Examiners’ availability
3. Examiner’s last exam date with the client
4. Past Contractor performance

This OE contains standardized requirements that all applicants must meet to be considered for contracts under this OE. Failure to comply with these requirements will result in disqualification of the applicant without further consideration. Each applicant is solely responsible for the preparation and submission of an enrollment application in accordance with instructions contained in the OE.

The enrollment period begins upon execution, and will remain open through August 31, 2020. TCCO may, at its sole discretion, extend the closing date of this OE. As stated in Section II, the TCCO may also, at its sole discretion, withdraw this OE before the stated date the enrollment period ends.

If web links in this document do not open, copy and paste them into your internet browser window.

READ ALL MATERIALS BEFORE COMPLETING THIS OE.

B. Definitions

Appendix – Additional information and/or forms that are available in the back of this solicitation document.

Biennial Examination – Clinical examination performed once every two years to determine whether a SVP client’s behavioral abnormality has changed to the extent that the person is no longer likely to engage in a predatory act of sexual violence.

Case Manager - A person employed by or under contract with the TCCO to perform duties related to the treatment and supervision of a person civilly committed pursuant to Title 11, Health and Safety Code, Chapter 841.

Child Safety Zone - The 1,000 foot buffer zone that must be maintained between sex offenders and any premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, or public swimming pools. Any area within 1,000 feet of these types of premises is considered a child safety zone, unless modified by TCCO. The TCCO shall provide the contractor written notice of any approved modification to this requirement.

Clinical Examination – Expert examination based on testing for psychopathy, a clinical interview, and other appropriate assessments and techniques to include static and dynamic risk assessment and review of previous assessments to aid the Office and the court in its assessment. Types of examinations include Biennial, Transition, Court Ordered, and Special.

Contingency Contract – Also called a “contract” in this OE, a written agreement referring to promises or agreements for which the law establishes enforceable duties and remedies between a minimum of two parties. A TCCO contract is assembled using a core contract (base), one or more program attachments, and other required exhibits (general provisions, etc.).

Contract Term – The period of time during which the contract or program attachment will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period.

Court Ordered Examination – Expert examination that focuses on specific factors as ordered by the court. This type of examination shall include a recommendation to assist the court in its determination regarding the client’s civil commitment order.

Days - Calendar days, unless otherwise specified.

Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code Chapter 20, Subchapter C, §20.105 et seq.

Deliverables – Goods or services contracted for delivery or performance.

Due Date – Established deadline for submission of a document or deliverable.

Effective Date – The date the contract term begins.

Fee For Service – Payment mechanism for services that are reimbursed on an agreed rate per unit of service.

Fiscal Year – The duration of the fiscal year (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each

renewal will have its own fiscal year. State fiscal year is from September 1 through August 31 of each year.

Fully Executed – A contract is signed by each of the parties to form a legal binding contractual relationship. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

TCCO - Texas Civil Commitment Office.

TCCO Policies - All written policies, procedures, standards, guidelines, directives, and manuals of the TCCO applicable to providing the services specified under this Contract. TCCO policies are currently under review.

Once current policies and manuals are revised to reflect changes effected by SB 746, they will be made available. Please use the attached link to access SB 746 to determine whether any revisions to the law will impact services solicited through this enrollment.
<http://www.capitol.state.tx.us/BillLookup/Text.aspx?LegSess=84R&Bill=SB746>

Payment(s) - The amount(s) agreed to be paid by the TCCO to Contractor for services under this Contract.

Procurement and Contracting Services - The division within the Health and Human Services Commission (HHSC) that provides direction and support of purchasing, contracting and HUB services. PCS oversees, coordinates, and assists the TCCO with procurement needs, issues open enrollments and competitive procurements. PCS maintains the official contract file from procurement to contract closeout.

Project – All work to be performed as a result of a contract or solicitation.

Project Manager – The TCCO employee responsible for being the liaison between this contract and PCS. The project manager partners with PCS in the development, management and logistical coordination of a solicitation and the resultant contracts.

Quarter - Unless specifically noted otherwise, references to quarters and quarterly activities relate to the TCCO's Fiscal Year, with quarters beginning September 1, December 1, March 1, and June 1.

Contractor – A person or entity that submits a response to a solicitation. For purposes of this document, “contractor” is intended to include such phrases as “offeror”, “applicant”, “bidder”, “responder”, “Contractor”, or other similar terminology employed by the TCCO to describe the person or entity that responds to a solicitation.

Scope of Work – A description of the services and/or goods, if any, for each service type, to be obtained as a result of this solicitation for a project period. The scope of work is a document written in the early stages of procurement to explain what TCCO plans to purchase.

Services - Delivery by the Contractor of Sex Offender Clinical Examination Services in accordance with the terms and conditions of the Contract.

Sexually Violent Predator (SVP) – is a repeat sexually violent offender that suffers from a behavioral abnormality which makes it likely that he/she would engage in repeated predatory acts of sexual violence.

Special Examination – Expert examination that focuses on specific factors as identified by the TCCO. This type of examination shall be requested by TCCO when a clinical examination is needed to address a specific need that does not meet the criteria set for any of the other types of examinations.

Special Provisions – Modifications and additions to the General Provisions for a funded program activity; which are usually customized for TCCO's requirements and contain provisions specific to the contract.

Statement of Work – A part of the contract that describes the services and/or goods to be delivered by the TCCO Contractor specifying the type, level and quality of service, that directly relate to program objectives.

Subcontractor – A written agreement between the Contractor and a third party to provide all or a specified part of the services, goods, work, and materials required in the original contract. The Contractor remains entirely responsible to the TCCO for performance of all requirements of the contract with the TCCO. The Contractor must closely monitor the subcontractor's performance. Subcontracting can be done only when approved by TCCO.

Supplemental Report – A report to be completed upon request to provide targeted information and a recommendation regarding a specific area of the client's life, condition, behavior and/or need. This type of report builds upon a clinical examination completed by the examiner within a specific time frame and may include a telephonic interview with the client, treatment provider, TCCO case management staff and other collaterals as needed.

Texas Identification Number (TIN) – The TIN is required for an entity requesting to contract with, or to receive payment from, the State of Texas. The TIN components are the prefix, base, and self-check digit. The base is the core nine digits that can be a Comptroller-assigned number (as with State agencies), or the Federal Tax ID Number. The prefix digit is a 1, 3, or a 7 and the self-check digit is computer generated.

Transition Examination – Expert examination that focuses on specific factors including but not limited to the client's compliance with program requirements and progress in treatment (or lack thereof). This type of examination includes a recommendation to assist the Office in the completion of a short and long term plan to address the client's risk and needs.

Unit Rate – Payment mechanism for services that are reimbursed at a set rate per unit of service; for example, treatment services at a prescribed rate per hour. Also known as fee-for-service.

Vendor – A type of Contractor or subcontractor that provides services, and goods, if any, that assist in, but are not the primary means of, carrying out the TCCO-funded

program. Under a vendor contract, the vendor will have few if any administrative requirements. (For example, a vendor might be required only to submit a summary report of services delivered and an invoice.) A vendor generally will deliver services to TCCO-funded clients in the same manner the vendor would deliver those services to its non-TCCO funded clients.

A vendor Contractor generally has most of the following characteristics: a) provides goods and services within normal business operations, b) provides similar goods and services to many different purchasers, c) operates in a competitive environment, d) is not subject to compliance requirements of the federal or state program, e) provides goods and services that are ancillary to the operation of the program. Note: Characteristics a, b, c, and d do not apply to vendor Contractors that are universities.

Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity, whether vendor or sub recipient, to contract with the State of Texas and which must be set up with the State Comptroller’s Office. It consists of a ten-digit identification number (IRS number, state agency number, or social security number) +check digit + 3 digit mail code. The Vendor ID No. includes all the numbers in the TINs (defined above), including a three digit mail code for a total of 14-digits.

Year - Fiscal Year, unless otherwise specified.

II. LIMITATIONS

The resulting contract will be subject to the availability of state funds. Contracts awarded under this OE and any anticipated contract renewals are contingent upon the continued availability of funding.

The TCCO reserves the right to alter, amend or withdraw this OE at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, Health and Human services agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract will apply.

Issuance of this OE in no way constitutes a commitment by the TCCO or the State of Texas to execute a contract or to pay any costs incurred by any provider who may submit an enrollment application.

III. FUNDING AND TERM

A. Use of Funds

Contingency contracts will be awarded for the purpose specifically defined in the OE. TCCO will review applications in the order in which they are received. TCCO does not guarantee a minimum amount to be paid to a Contractor pursuant to a contingency contract awarded through this OE.

Contracts will be determined without regard to whether or not contractors have previously had a contract with the TCCO under this program.

B. Term of Contract

Contingency contracts awarded under this OE will begin on the date of execution through August 31, 2020. TCCO may, at its sole discretion, renew a contingency contract after the initial term. Contracts may be renewed up to four additional one-year period contract terms.

Renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor during the prior contract period.

C. Performance Measures

| STANDARD | PAYMENT ADJUSTMENT |
|--|---|
| The Contractor shall provide the clinical examination report to the designated TCCO staff within 60 days of the clinical interview. | Reports received between the 61 st and 71 st day – 10% reduction in payment per late report. Reports received after the 71 st day -25% reductions based on the reduced amount. |
| Each Contractor/examiner shall maintain a current Texas Psychiatrist or Psychologist License and maintain recognition with the respective licensing board. | Fee of each clinical exam performed without a license or licensing board recognition and suspension of service until such license is renewed. |
| Each Contractor/examiner shall maintain professional malpractice insurance. | Fee of each clinical exam performed without insurance and suspension of service until such insurance is renewed. |

Contractor’s failure to meet the standard will result in a deduction to the monthly Contractor payment.

The TCCO will assess compliance with performance measures on a monthly basis. In the event a standard is found to be non-compliant, a payment adjustment may be made to contractor’s monthly billing. TCCO shall notify the contractor in writing of any payment adjustments made and indicate the reason for the adjustment.

TCCO may request a corrective action plan to address numerous or repeat instances of non-compliance. TCCO may consider contract termination for numerous and ongoing instances of non-compliance.

D. Termination

This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract by giving the other Party thirty (30) days written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the thirty (30) days will be calculated from the date of receipt. This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.

Upon termination of all or part of this Contract, TCCO and the Contractor will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

IV. ELIGIBLE CONTRACTORS, SCOPE OF WORK AND REQUIRED ACTIVITIES

A. Eligibility Requirements

Eligible applicants include organizations established as a legal entity under state statutes and have the authority to do business in Texas.

Eligible applicants include psychiatrists or licensed psychologists with the State of Texas who have experience conducting clinical examinations. Applicants with experience in conducting sex offender clinical examinations are preferred. Applicants must adhere to the guidelines as required by the respective licensing board and must comply with the criteria listed below.

1. Applicant must be established as an appropriate legal entity as described in the paragraph above, under state statutes and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the OE.
2. Applicant must have a Texas address. A post office box may be used when the enrollment application is submitted, but the applicant must conduct business at a physical location in Texas prior to the date that the contract is awarded.
3. Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website: <https://www.sam.gov/portal/public/SAM>
4. In compliance with the Comptroller of Public Accounts and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a contract. Texas Comptroller of Public Accounts (CPA) Debarment List located at http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/

5. Applicants **must be** listed on the following list if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies. Secretary of State (SOS) at <https://direct.sos.state.tx.us/acct/acct-login.asp>.
6. Applicant must provide a copy of each examiner's current Texas Psychiatrist or Psychologist license and documentation of respective licensing board. The psychiatrist or psychologist examiner license by the respective licensing board shall remain in effect through the contract period and any renewal period.
7. Applicants must provide a copy of a current resume reflecting experience conducting sex offender and other types of clinical examinations.
9. Applicant must maintain professional malpractice insurance in accordance with the current standards established by the provider's applicable professional licensing board. Professional malpractice insurance must be maintained by all examiners during the term of this contract; refer to Form H. The Applicant shall disclose to the TCCO the amount of professional malpractice insurance the examiners maintain and the insurance company with whom they carry the policy. The Applicant shall submit to the TCCO a copy of the declaration page of each examiners "Professional Malpractice Insurance" policy or "Errors and Omissions Insurance" policy.

The Applicant must submit to the TCCO changes to the examiner's policy of professional malpractice insurance including, but not limited to, insurance renewal information or policy expiration or termination information and the reasons for such expiration or termination of the policy.

Except as expressly provided in A2 above, applicant is not considered eligible to apply unless the applicant meets the eligibility requirements to the stated criteria listed above at the time the enrollment application is submitted. Applicant must continue to meet these conditions throughout the selection and funding process. The TCCO expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the applicant's eligibility to compete for the contract award.

B. Scope of Work

The TCCO clients are sex offenders that have been civilly committed pursuant to the Texas Health and Safety Code, Title 11, Chapter 841. The clients have been adjudicated to be sexually violent predators (SVP's) that suffer from a behavioral abnormality which makes it likely that the client would engage in repeated predatory acts of sexual violence. The clients have a history of at least two convictions for a sexually violent offense and have been released from prison to the TCCO's supervision and treatment.

The Office requires a qualified clinical examiner, namely a psychiatrist or psychologist to conduct Clinical Examination Services (hereinafter referred to as Services) for civilly committed clients (hereinafter referred to as Clients) which may include the following examinations: Biennial, Transition, Court Ordered and Special. The examiner shall conduct a face to face clinical examination based on testing for psychopathy, a clinical interview, and other appropriate assessments and techniques to include static and dynamic risk assessment and review of previous assessments to aid the Office and the court in its assessment. Upon completion of a clinical examination, the examiner shall be available to provide expert testimony in court as needed.

The TCCO is primarily seeking services in the following counties: Dallas, El Paso, Harris, Lamb, Tarrant and Travis; however, TCCO is seeking statewide services with the majority of examinations to be conducted at the Texas Civil Commitment Center in Littlefield, Texas

The contractor must provide the Services in accordance with applicable federal and state law, including all constitutional, legal, and court ordered requirements whether now in effect or hereinafter implemented. The contractor must comply with the TCCO policies, procedures, and regulations during the term of the contract. The contractor must comply with all applicable local and state standards, codes, and regulations including zoning, fire, health, and sanitation.

Services shall be rendered at the most practical and cost effective site for the delivery of services. When the Client's residential facility or treatment location are the most practical and cost effective sites for delivery of services, those sites are available for Contractors to use for the purpose of providing Services.

In the event the contractor's place of business is determined to be in a Child Safety Zone, the contractor may be required to seek an alternative location subject to the approval by TCCO. If the proposed site has a cost associated with its use, the cost will be the responsibility of the contractor. The contractor must be willing to travel within the State of Texas to conduct clinical examination services.

TCCO shall refer clients for the clinical examination to the Contractor in accordance with TCCO policy. The contractor must schedule the examination within thirty (30) days of the date of referral. The Contractor shall use the documents as listed below to facilitate the completion of a comprehensive clinical examination.

- Offense reports;

- Copies of available social and criminal history documentation of the client;
- Client's order of civil commitment;
- Pre-civil commitment examination;
- Past biennial examinations;
- Risk Assessment - Static 99 or Static 99R, whichever applies;
- Treatment provider intake assessment and progress reports;
- Plethysmograph (PPG) and polygraph examination reports;
- Case manager reports, to include any program violation reports;
- The Offense Summary Worksheet and the Sexual History Questionnaire, if applicable; and
- Any other documents or information deemed pertinent to the examination.

C. Required Activities

The contractor shall accept all referrals made by the TCCO. Contractor must conduct clinical examinations at a location approved by TCCO.

The examiner shall submit a written report to the Office within sixty (60) days of the clinical interview. The report shall include:

Client's name; State Identification (SID) number; date of evaluation; methods of testing; analysis of test data; description of sex history; background history including birth/development; family/marital history, to include any information obtained from family members; education history; work history; military history; behavior or treatment records, including any information obtained from treatment providers or collateral contacts such as polygraph and plethysmograph examiners; substance abuse history; legal history; other medical history; psychiatric history; current psychiatric symptoms; mental status examinations; any diagnosis of mental illness deemed appropriate as per the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V); and a determination of whether the Client's Behavior Abnormality has changed to the extent that the Client is no longer likely to engage in a predatory Act of sexual violence; the clinical examiner's signature; typed name of the examiner; and the title of the examiner.

The Contractor shall notify designated TCCO staff immediately upon conclusion of the session when the Contractor notes client behaviors as listed below.

- Fails to attend an examination session;
- Displays disruptive behavior;
- Refuses to submit to evaluation
- Manifests signs of re-offending; or
- Prompts concerns of Client or community safety and welfare.

The contractor must ensure the examination location site is not within a Child Safety Zone; refer to Form G.

The contractor must obtain approval from the TCCO for each exam, prior to performing Services for the TCCO clients.

The contractor should have a working knowledge and understanding of the current statute governing the sex offender civil commitment program.

The contractor must accurately document time and travel as stated in the state travel policy.

The contractor shall maintain his/her own office site at his/her own expense.

The contractor must maintain his/her own transportation, auto liability insurance, cell phone, and a computer with internet access using Internet Explorer.

The contractor shall coordinate the date and time of the clinical interview with designated TCCO staff.

The contractor must provide entry to examination locations at all times by the TCCO Board Members and the TCCO authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial departments of the State, as well as any other persons designated by the TCCO, to monitor the delivery of services.

Any re-examinations require the approval of the TCCO prior to performing the service.

Security of Records and Disclosure of Information

The Contractor shall require that staff providing Services specified meet sufficient standards of integrity to ensure that:

- The confidentiality of client records is not compromised.
- Unauthorized access to client records is not allowed and no information is disclosed to any third party without written authorization from the TCCO.

The Contractor shall not divulge or make known, in any manner to any person, any personal information concerning clients, except as may be necessary in the performance of the Contract. The Contractor shall ensure that all individuals have access to or custody of records sign a statement containing the confidentiality requirements of this Contract.

The Contractor shall notify the TCCO immediately upon receipt of any legal process requiring disclosure of participant records. The Contractor shall provide the TCCO notification and a copy of any subpoena served. Any release of client records shall be coordinated through the TCCO.

The Contractor shall notify the TCCO immediately upon receipt of a subpoena to submit an affidavit and/or appear and provide testimony in any legal proceedings convened by a court of competent jurisdiction. The Contractor shall provide the TCCO notification and a copy of any subpoena served. Affidavits and/or Contractor court appearances shall be coordinated with the TCCO. Failure to comply with notification

and coordination requirements may result in non-payment of any services performed in response to any subpoena served.

V. PROGRAM INFORMATION

A. Legal Authority

The TCCO is authorized to enter into contracts through Texas Health and Safety Code Chapter 841.

B. Program Requirements

Contractors are required to conduct Services in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the *Health and Human Services Commission (HHSC) Civil Rights Office* website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/laws-policies.shtml

Upon request, a Contractor must provide the HHSC Civil Rights Office with copies of all the Contractor's civil rights policies and procedures. Contractors must notify HHSC's Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free (877) 432-7232
Fax: (512) 438-5885

A Contractor must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Contractor's programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Inspections and Acceptance of Service

The TCCO has the right to inspect and test all services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The TCCO shall perform inspections in a manner that will not unduly interfere with the Contractor's performance of services. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable assistance for the safe and convenient performance of these duties.

From time to time the TCCO shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of Contractor, including without limitation, all financial books and records, maintenance records, employee records, and offender records generated by the Contractor and its subcontractors in connection with performance of this Contract. If subject to the outcome of an audit, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or money is owed to the TCCO by the Contractor, then the TCCO may exercise its rights of recovery of money owed as authorized in this Contract.

If any of the services are non-compliant with the contract requirements, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) day period to file a written response to all such items of non-compliance. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the TCCO, no further action regarding such items shall be taken. If an item of non-compliance cannot be resolved between the Contractor and the TCCO, and such item remains uncorrected for a period of twenty (20) days or longer after written notification to the Contractor, then such item may be declared to be an Event of Default.

C. Method of Payment

Contract Amount

TCCO will pay for services in accordance with Form F. In consideration of the services required by this contract, TCCO hereby agrees to pay to Contractor a maximum fee not to exceed Fifty Thousand Dollars (\$50,000) per state fiscal year (September through August). TCCO does not guarantee any minimum number of clinical examination assignments or amount of compensation under this Contract.

Reimbursable Expenses

Contractor may be required to travel outside of their base county to complete assigned clinical examinations. TCCO shall compensate Contractors for authorized travel expenses, when traveling outside of their base county, at the state rates in effect at the time of travel and in accordance with the Texas Comptroller of Public Accounts guidelines at <https://fmx.cpa.state.tx.us/fmx/travel/index.php>.

Reimbursements for travel shall be per trip and not per client receiving services.

Additional Services

The Contractor shall, in coordination with the TCCO, respond to all subpoenas including requests for affidavits, release of client records and/or appearances in court to provide testimony in any legal proceedings convened by a court of competent jurisdiction.

The TCCO will make every effort to notify the Contractor of examination cancellations in a timely manner. In the event the client fails to appear for an appointment, the TCCO will reimburse the Contractor for allowable travel expenses incurred.

In the event the client refuses to submit to an evaluation, the TCCO will compensate the Contractor for travel expenses incurred and a fee for a written report (see Form F – Refusal with Written Report). Written reports addressed in this section are subject to the requirements as outlined in Section B, Scope of Work, based on availability of information.

The Contractor shall complete a supplemental report with respective recommendation upon request by the TCCO. Supplemental reports shall provide targeted information and a recommendation regarding a specific area of the client's life, condition, behavior and/or need. The Contractor shall build upon the most recent face to face clinical examination conducted on the client to complete the supplemental report and may incorporate telephonic interviews with the client, treatment provider, TCCO case management staff and other collaterals as needed.

Services addressed in this section shall be compensated as follows:

- Affidavit: \$150.00 (Per Affidavit)
- Court Appearance/Testimony: \$150.00 (Hourly Rate)
- Cancellations: Travel reimbursement
- Refusals with written report: \$800.00
- Supplemental Report: \$600.00

Payments and Invoices for Clinical Examination Services

The Contractor must submit a properly completed invoice and supporting documentation that meets the requirements of the TCCO and as set forth in the State Comptroller's Vendor Guide (www.window.state.tx.us/procurement/pub/vendor_guide.pdf). Invoices must be submitted to the TCCO within 60-days after the clinical interview. The TCCO shall not pay an invoice if a report has not been completed, submitted and received. Payment will be made after all services are rendered, required reports have been received and accurate and complete invoices have been received.

Services performed by the Contractor that cannot be verified will be disallowed for reimbursement. Illegible or incomplete documentation, which cannot be verified, will be disallowed for reimbursement. Payment shall be made within thirty (30) days of receipt of a correct invoice for services satisfactorily provided to TCCO. Interest shall accrue in accordance with Texas Government Code §2251.025 on late payments.

Invoices must contain, at a minimum: the contract number, the Contractor name, address, telephone number and email, the client's name, the amount billed for the service, date of the examination and type of examination e.g., biennial, special, transition, court ordered, etc. All invoices shall be sent to:

The Texas Civil Commitment Office
Mail Code 4300
P.O. Box 149347
Austin, Texas 78714-9347

It is recommended that the Contractor receive payments via electronic funds transfer (EFT), also known as direct deposit. If the Contractor elects to be set up for Direct Deposit, a vendor direct deposit authorization form must be completed by the Contractor and be submitted to the following address:

The Texas Civil Commitment Office
Mail Code 4300
P.O. Box 149347
Austin, Texas 78714-9347

VI. PROCUREMENT AND ADMINISTRATIVE REQUIREMENTS

A. OE Point of Contact

Questions concerning this OE, contact the individual below. All communications concerning this OE must be submitted by email to:

Michelle Bias
Special Projects Coordinator
Phone: (512) 341-4421
Fax: (512) 341-4645
Michelle.Bias@tcco.texas.gov

Other employees and representatives of the TCCO are not permitted to answer questions or otherwise discuss the contents of the OE with any potential contractors or their representatives. Failure to observe this restriction may result in disqualification of this or other subsequent enrollment applications. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this OE.

Amendments:

TCCO will post all official communication regarding this enrollment on the HHS Opportunities Page. TCCO reserves the right to revise the enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addendum issued by TCCO on the HHS Opportunities Page.

B. Submission

The completed enrollment application, which includes all forms, must be submitted to the physical address specified below. Emailed applications will be acceptable.

Health and Human Services Commission
ATTN: Bid Coordinator
OE: Clinical Examiner Services
HHS0000177
1100 W 49th Street
Mail Code 2020

C. Rejection of Enrollment Applications

1. The TCCO reserves the right to reject any or all enrollment applications and is not liable for any costs incurred by the applicant in the development or submission of the enrollment application.
2. Any attempt by an employee, officer, or agent of the contractor to influence the outcome of the TCCO's review through contact with any Board Member or staff member of the TCCO will result in rejection of the enrollment application.
3. Any material misrepresentation in an enrollment application submitted to the TCCO will result in rejection of the enrollment application.
4. Enrollment applications may be rejected for failure to meet eligibility criteria or inability to perform required activities.

D. Right to Amend or Withdraw OE

The TCCO reserves the rights to alter, amend, or modify any provisions of this OE or to withdraw this OE at any time prior to the execution of a contract if it is in the best interest of the TCCO and the State of Texas. The decision of the TCCO is administratively final. Amendment or notice of withdrawal of the OE will be posted to the HHS Opportunities Page.

E. Authority to Bind the TCCO

For the purposes of this OE, the TCCO Board Members or the Executive Director is the only individuals who may legally commit the TCCO to the expenditure of public funds under the contract. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

F. Exceptions

Any exceptions to the requirements in the OE will be specifically detailed in writing by the contractor. The TCCO will accept or reject each proposed exception. The TCCO reserves the right to adjust the funding allocation to Contractors pursuant to the terms of the contract.

G. Contracting with Subcontractors

The Contractor may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract. No subcontract may be entered into unless the TCCO provides prior written approval, which approval may not be unreasonably withheld. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized TCCO representative.

The Contractor shall submit a written request with supporting documentation for approval, by the TCCO as soon as possible. The Contractor shall furnish to the TCCO copies of all subcontracts, without regard to amount of annual payments. Any arrangement by the Contractor with an affiliate or member company to provide services shall be subject to the subcontractor provisions of this Section. No contractual relationship shall exist between the TCCO and any subcontractor and the TCCO shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor. The Contractor shall be responsible for the management of the subcontractors in the performance of their work. A subcontractor shall not be included in contract awards, renewals, audit or any other discussions except at the request of the TCCO.

Unless waived in writing by the TCCO, the subcontract shall contain the following:

An acknowledgement that the subcontract is subject to the contract between the TCCO and the Contractor (the "Master Contract").

- 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 TCCO under the Master Contract.
- The TCCO's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.

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.

VII. APPLICATION INSTRUCTIONS AND CRITERIA FOR ACCEPTANCE

The following application documents are required:

FORM A: Face Page

FORM B: Open Enrollment Application Checklist

FORM C: Additional Clinical Examiners

FORM D: Vendor Information Form

FORM E: Copy of the current psychiatrist or psychologist License;

FORM F: Pricing

FORM G: Child Safety Zone Certification

FORM H: Copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance

Applicant must submit all documents required in this OE. An application must be complete to be considered.

The TCCO expressly reserves the right to review and analyze the documentation submitted and determine the applicant's eligibility to provide services.

Application Preparation and Assembly.

Submit an electronic version of the application either via email or on a USB flash drive if mailing or hand delivery. A complete application consists of responses to all required forms and information listed on FORM B, Open Enrollment Application Checklist.

Place the Application Face Page (FORM A) at the front of the application packet followed by Open Enrollment Application Checklist (FORM B). Beginning with the Application Face Page, number every page of the application consecutively, in the lower right corner.

Upon receipt, the application will be screened for completeness and accuracy and reviewed. Applicants that meet the eligibility requirements and submit the signed and completed forms included in this OE will pass the evaluation.

After the application and contract is signed by both parties, an executed copy of the contract will be mailed to the applicant.

FORM A: Face Page

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# HHS0000177

| CONTRACTOR INFORMATION | | | | | | | | | | | | | | | | | | | |
|---|---|--|--|-------------------------------------|---------------------------------|---|-------------------------------|--|--|--|---------------------------------------|---|-----------------------------------|---------------------------------------|--|----------------------------------|--|---|---|
| 1) LEGAL NAME: | | | | | | | | | | | | | | | | | | | |
| 2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): | | | | | | | | | | | | | | | | | | | |
| 3) PAYEE Mailing Address, including 9-digit zip code (if different from above): | | | | | | | | | | | | | | | | | | | |
| 4) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID No. (14-digit) or if an individual, Social Security Number (9-digit) : *The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests. | | | | | | | | | | | | | | | | | | | |
| 5) TYPE OF ENTITY (check all that apply): <table border="0"><tr><td><input type="checkbox"/> City</td><td><input type="checkbox"/> Nonprofit Organization*</td><td><input type="checkbox"/> Individual</td></tr><tr><td><input type="checkbox"/> County</td><td><input type="checkbox"/> For Profit Organization*</td><td><input type="checkbox"/> FQHC</td></tr><tr><td><input type="checkbox"/> Other Political Subdivision</td><td><input type="checkbox"/> HUB Certified</td><td><input type="checkbox"/> State Controlled Institution of Higher Learning</td></tr><tr><td><input type="checkbox"/> State Agency</td><td><input type="checkbox"/> Community-Based Organization</td><td><input type="checkbox"/> Hospital</td></tr><tr><td><input type="checkbox"/> Indian Tribe</td><td><input type="checkbox"/> Minority Organization</td><td><input type="checkbox"/> Private</td></tr><tr><td></td><td><input type="checkbox"/> Faith-based Organization</td><td><input type="checkbox"/> Other (specify): _____</td></tr></table> <p>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</p> | | <input type="checkbox"/> City | <input type="checkbox"/> Nonprofit Organization* | <input type="checkbox"/> Individual | <input type="checkbox"/> County | <input type="checkbox"/> For Profit Organization* | <input type="checkbox"/> FQHC | <input type="checkbox"/> Other Political Subdivision | <input type="checkbox"/> HUB Certified | <input type="checkbox"/> State Controlled Institution of Higher Learning | <input type="checkbox"/> State Agency | <input type="checkbox"/> Community-Based Organization | <input type="checkbox"/> Hospital | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Minority Organization | <input type="checkbox"/> Private | | <input type="checkbox"/> Faith-based Organization | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> City | <input type="checkbox"/> Nonprofit Organization* | <input type="checkbox"/> Individual | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> County | <input type="checkbox"/> For Profit Organization* | <input type="checkbox"/> FQHC | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Other Political Subdivision | <input type="checkbox"/> HUB Certified | <input type="checkbox"/> State Controlled Institution of Higher Learning | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> State Agency | <input type="checkbox"/> Community-Based Organization | <input type="checkbox"/> Hospital | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Minority Organization | <input type="checkbox"/> Private | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> Faith-based Organization | <input type="checkbox"/> Other (specify): _____ | | | | | | | | | | | | | | | | | |
| 6) WILLING TO TRAVEL: <input type="checkbox"/> yes or <input type="checkbox"/> no | | | | | | | | | | | | | | | | | | | |
| 7) LIST ALL COUNTIES CONTRACTOR CAN SERVE: | | | | | | | | | | | | | | | | | | | |
| 8) CONTACT PERSON | | | | | | | | | | | | | | | | | | | |

Name:
Phone:
Fax:
E-mail:

| |
|--|
| |
|--|

The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications attached in Appendix A, and will provide services in accordance with **25 Texas Administrative Code, §§37.51-37.65**. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

9) AUTHORIZED REPRESENTATIVE

Name
:
Title:
Phon
e:
Fax:
E-
mail:

10) SIGNATURE OF AUTHORIZED REPRESENTATIVE

11) DATE

GENERAL INSTRUCTIONS FOR THE FACE PAGE

This form provides basic information about the applicant and the proposed project with the Texas Civil Commitment Office, including the signature of the authorized representative. It is the cover page of the enrollment application and is required to be completed. Signature affirms that the facts contained in the applicant's response are truthful and that the applicant is in compliance with the assurances and certifications contained in **FORM E: DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the applicant's enrollment application.

- 1) **LEGAL NAME** - Enter the legal name of the applicant.
- 2) **MAILING ADDRESS INFORMATION** - Enter the applicant's complete street and mailing address, city, county, state, and 9-digit zip code.
- 3) **PAYEE MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with applicant to receive payment for services rendered by applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.
- 5) **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.

HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Texas Building and Procurement Commission or another entity.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

- 6) **WILLING TO TRAVEL** - Identify if the contractor is willing to travel to counties not identified in this OE.
- 7) **ALL TEXAS COUNTIES CONTRACTOR CAN SERVE** - Enter the Texas counties the Applicant can serve.
- 8) **CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the contract.
- 9) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the applicant. Check the "Check if change" box if the authorized representative is different from previous submission to TCCO.
- 10) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the applicant must sign in this blank.
- 11) **DATE** - Enter the date the authorized representative signed this form.

FORM B: Open Enrollment Application Checklist

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# HHS0000177

Each Enrollment Application Must Contain the Following Completed Items:

| Document | Check (√), if included |
|--|---------------------------|
| FORM A: TCCO Face Page – Signature Required | |
| FORM B: Open Enrollment Application Checklist | |
| FORM C: Additional Clinical Examiners | |
| FORM D: Vendor Information Form – Signature Required | |
| FORM E: Copy of the current Texas Psychiatrist or Psychologist License: Documentation reflecting recognition by respective licensing board | |
| Form F: Pricing | |
| Form G: Child Safety Zone Certification | |
| Form H: Copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance | |
| Form I: Resume | |

FORM C: Additional Clinical Examiners

Texas Civil Commitment Office
 Clinical Examination Services
 Open Enrollment Application OE# HHS0000177

Legal Name of _____

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

| | | | |
|-----------------------|-------|---|-------|
| Clinical Areas | <hr/> | Mailing Address (incl. street, city, | <hr/> |
| Phone: | Ext. | | <hr/> |
| Fax: | | | <hr/> |
| E-mail: | | | <hr/> |
| Clinical Areas | <hr/> | Mailing Address (incl. street, city, | <hr/> |
| Phone: | Ext. | | <hr/> |
| Fax: | | | <hr/> |
| E-mail: | | | <hr/> |
| Clinical Areas | <hr/> | Mailing Address (incl. street, city, | <hr/> |
| Phone: | Ext. | | <hr/> |
| Fax: | | | <hr/> |
| E-mail: | | | <hr/> |
| Clinical Areas | <hr/> | Mailing Address (incl. street, city, | <hr/> |
| Phone: | Ext. | | <hr/> |
| Fax: | | | <hr/> |
| E-mail: | | | <hr/> |
| Clinical Areas | <hr/> | Mailing Address (incl. street, city, | <hr/> |
| Phone: | Ext. | | <hr/> |
| Fax: | | | <hr/> |
| E-mail: | | | <hr/> |

*Copies of Texas Clinical Examiner' License, and documentation of recognition by respective licensing board must be included for all clinical examiners.
Add additional pages if necessary.

FORM D: Vendor Information Form

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE#
HHS0000177

| | |
|--|---|
| VENDOR INFORMATION NEW ____ or Update Information ____ | |
| 1a. Legal name of Other Party (OP) as it appears on documentation from IRS, Comptroller, or Secretary of State. This is the name that will appear on the contract document either as "Contractor" or by name. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney. | |
| 1b. OP Address including Street and Mailing Addresses, City, County, State and 9-digit Zip Code: | |
| 1c. PAYEE Name and Mailing Address including 9-digit zip code (as it should appear on financial instruments and remittances): | |
| 1d. Federal Employer Identification No. [FEIN] (9- Digit), name and Social Security Number (SSN), if individual, or State of Texas Comptroller Vendor Identification No. (14-digit). NOTE: *The contractor acknowledges, understands and agrees that the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests. | |
| 1e. Mail code , if known (3 digits): | |
| 2. TYPE OF ENTITY (enter appropriate <input type="checkbox"/> e in box): | Is your entity certified as a HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A. City or County (Governmental Entity) | E. Texas Non-profit Corporation * |
| I. Sole Proprietor | M. Out-of-State Corp |
| B. State Agency | F. Texas For Profit Corporation* |
| J. Individual | N. Other *** |
| C. State Institution of Higher Learning | G. Professional Association* |
| K. Partnership** | H. Regular Association |
| D. Other Political Subdivision | |
| L. Limited Partnership** | |
| *Please provide 10-digit charter or file number assigned by the Secretary of State: _____ | |

** Please provide the name and SSN or FEIN of each partner. _____

***If "Other", specify. _____

3a. Legal name of person or entity authorized to contract with the Texas Civil Commitment Office

| | |
|---|---------------|
| 3b. Typed Name & Title of Person Authorized to Sign Contracts: | 3b. Telephone |
|---|---------------|

| | |
|---|---------------|
| 3c. Typed Name & Title of Contact Person (Contract Documents and Correspondence) | 3c. Telephone |
|---|---------------|

| | |
|-------------------------------------|--|
| 3d. Contact Person's E-mail Address | |
|-------------------------------------|--|

| | |
|---|----------|
| 4a. Signature of person <i>Authorized to Sign Contracts</i> : | 4b. Date |
|---|----------|

Form E: Texas Clinical Examiner License

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# HHS0000177

Contractor must use this space to attach a copy of Texas Psychiatrist or Psychologist Examiner License; Documentation reflecting recognition by respective licensing board.

*Copies of Texas Psychiatrist or Psychologist Examiners License and documentation of respective licensing board recognition must be included for all clinical examiners. Add additional pages if necessary.

Form F: Pricing

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# HHS0000177

| Service Type | *Price |
|------------------------------------|---------------------------------|
| Clinical Examination | \$1,500.00 (Per Exam) |
| Affidavit | \$150.00 (Per Affidavit) |
| Court Appearance/Testimony | \$150.00 (Hourly Rate) |
| Cancellations | Travel Reimbursement |
| Refusal with written report | \$ 800.00 |
| Supplemental Report | \$600.00 (Per Report) |

*Price shall not exceed respective service rates as listed above.

Travel Rates based on State Travel rates at:

<https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php>

Form G: Child Safety Zone Certification

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# HHS0000177

Contractor Name and Location(s) where services will be provided:

I certify that the above listed facility _____ *is* (or) _____ *is not* located in a child safety zone*.

Authorized Signature

Name

Title

Date

***CHILD SAFETY ZONE** The 1,000 foot buffer zone that must be maintained between sex offenders and any premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, or public swimming pools. Any area within 1,000 feet of these types of premises is considered a child safety zone, unless modified by TCCO. The TCCO shall provide the contractor written notice of any approved modification to the distance requirement.

Note: This form is required to be completed for each location providing Services under this contract.

FORM H: Professional Malpractice Insurance Policy or Errors and Omissions Insurance

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# HHS0000177

Contractor must use this space to attach a copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance.

FORM I: Resume

Texas Civil Commitment Office
Clinical Examination Services
Open Enrollment Application OE# HHS0000177

Contractor must use this space to attach a copy of their resume.

VIII. APPENDICES

APPENDIX A: GENERAL PROVISIONS

- A. Contractor Status.** Contractor certifies by the execution of this Contract that it is not ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor further certifies that it has not been debarred from the receipt of an agency contract by any action taken by the State of Texas. A false statement regarding Contractor's status will be treated as a material breach of contract and may be grounds for termination.
- B. Compliance with Statutes and Rules.** Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Contract unless amended, including but not limited to all child abuse reporting requirements in Chapter 261 of the Texas Family Code.
- C. Breach of Contract Claim.** Any claims for breach of this Contract by Contractor that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by Subchapter B, to the Office of General Counsel, Department of State Health Services, 1100 West 49th Street, Austin, TX 78756. Said notice shall also be given to all other representatives of DSHS and Contractor otherwise entitled to notice under this contract. Compliance by Contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C and department rules.
- D. Subcontractors.** Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements set forth in this Contract and the Department's rules of general applicability and other applicable state and federal statutes and rules as such statutes and rules currently exist and as they may be lawfully amended.
- E. Reporting.** Contractor shall submit reports, if required, in accordance with the reporting requirements established by the Department.
- F. Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

G. Assurances. As required by Texas Government Code §2252.903, Contractor certifies by the execution of this Contract that it is not prohibited from entering into a contract because of indebtedness to the state, including but not limited to, tax delinquency, student loan delinquency, or child support delinquency. If the Contractor is indebted to the state or becomes indebted to the state during the terms of this Contract, Contractor agrees that any payments under the Contract will be applied directly toward eliminating the debt until it is paid in full.

As required by Texas Family Code, §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 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Contractor agrees to comply with these provisions, certifies that is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract under Texas Government Code § 2155.004 (concerning financial participation by a person who received compensation from DSHS related to this transaction) or Texas Government Code §§ 2155.006 or 2261.053 (concerning certain federal disaster-related contracts) and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate. Contractor further certifies that neither Contractor nor its principals is disqualified or ineligible for participation in a federal or state assistance program; neither Contractor nor its principals is debarred, suspended, or voluntarily excluded from participation in this transaction by federal or state department or agency.

Contractor certifies by execution of this Contract to the following:

- a) it is not disqualified under 2 CFR § 376.935 or ineligible for participation in federal or state assistance programs;
- b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);
- c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
- d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
- e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
- f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;

- g) neither it, nor its principals have within the three (3)-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
- h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
- i) neither it, nor its principals within a three (3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include these certifications in this Contract, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Contract, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Contract changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

H. Acceptance as Payment in Full. Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients. Contractor agrees to not seek additional reimbursement or payment for services or goods from clients.

I. Records Retention. Contractor shall retain records in accordance with the DSHS Records Retention Schedule, located at <http://www.dshs.state.tx.us/records/schedules.shtml>, Department rules and any other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information. At a minimum Contractor shall retain and preserve all records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of the Contract.

J. Survival of Obligations. The obligations of Contractor to retain records and maintain confidentiality of information shall survive this Contract.

K. Access. In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities,

including the Office of the Inspector General at HHSC (OIG) and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or services are performed and all records (including client and patient records, if any), books, papers or documents related to the Contract.

- L. Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to a DSHS or HHSC official or employee in connection with this Contract.
- M. Program Site.** All Contractors shall ensure that the location where services are provided is in compliance with all applicable local, state and federal zoning, building, health, fire and safety standards.
- N. Independent Contractor.** Contractor is an independent Contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever.
- O. Licenses, Certifications, Permits, Registrations, and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registrations or approval shall constitute grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.
- P. Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.
- Q.** By entering a contract with TCCO, you agree to be bound by the terms of the HHS Data Use Agreement at http://www.hhsc.state.tx.us/about_hhsc/BusOpp/data-use-agreement.pdf

R. Special Provisions.

Availability of Funding

This Contract is expressly conditioned upon the availability of state and federal appropriated funds.

Contractor will have no right of action against TCCO in the event TCCO is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to the TCCO or lack of sufficient funding of TCCO for any activities or functions contained in the scope of this Contract.

TCCO will use all reasonable efforts to ensure that such funds are available and will negotiate in good faith with Contractor to resolve any claims for payment that represented accepted services or deliverables that are pending at the time funds became unavailable. TCCO shall make best efforts to provide reasonable written notice to Contractor upon learning that funding may be discontinued.

If funds for the continued fulfillment of this Contract by TCCO are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TCCO will have the right to terminate this Contract at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

Delegation of Authority

State and federal laws generally limit TCCO's ability to delegate certain decisions and functions to a Contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

Indemnification

Contractor shall indemnify and save the TCCO, the State of Texas, and its officers, agents, and employees ("the State") harmless from and against:

- A. Any and all claims arising from the conduct, management, or performance of this Contract by Contractor, its agents, subcontractors, or employees, including without limitation, any and all claims arising from:
 - i. Any breach or default on the part of Contractor in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Contract;
 - ii. Any act or negligence of Contractor or any of its agents, subcontractors, servants, employees, or licensees; and
 - iii. Any accident or injury, or damage whatsoever caused to any person, firm, or corporation.
- B. All costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action, or proceeding brought thereon.
- C. Nothing herein is intended to deprive the State or Contractor of the benefits of any law limited exposure to liability and/or setting a ceiling on damages, or any laws establishing defenses for them. By entering into this Contract, the State does not waive its right of sovereign immunity, nor does Contractor waive any immunity that

may extend to it by operation of law. The aforementioned indemnification shall not be affected by a claim that negligence of the State or its respective agents, Contractors, employees, or licensees contributed in part to the loss or damage indemnified against.

- D. The parties agree that the terms, covenants, and provisions of this provision shall survive the termination of this Contract.

Compliance with Applicable Rules, Regulations, Procedures, and Laws

Contractor must comply with all laws, regulations, requirements, and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TCCO reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TCCO's or Contractor's compliance with all applicable State and federal laws, and regulations.

Contractor shall provide services to TCCO that are in compliance with all applicable, local, state, and federal laws, rules and regulations now in effect or that become effective during the term hereof including but not limited to: Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination in Employment Act; The Immigration Reform and Control Act of 1986; Code of Federal Regulations, Title 42, Part 2 (regarding information about drug and alcohol abuse); Environmental Protection Agency Rules and Regulations; Texas Health and Safety Code Chapters 85, 595, 611; the Americans with Disabilities Act of 1990; the Civil Rights Act of 1991; Occupational Safety and Health Act of 1970; Texas Family Code Section 231.006; Texas Government Code Chapters 783, 2254, 2259, and 2260; Health and Safety Code Chapter 841; Texas Administrative Code Title 37, Part 16, Chapter 810; any and all relevant federal and state financial cost principles and audit requirements; and any and all rules, policies, and procedures established from time to time by the TCCO regarding the operations of CRF facilities.

Criminal History Record Information Compliance

The parties hereto acknowledge and agree that in order for the Contractor to perform the services contemplated herein, the TCCO may have to provide the Contractor with or the Contractor may have access to, certain information regarding SVP clients and former SVP clients known as "criminal history record information" ("CHRI").

CHRI 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 charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records.

In the event the TCCO provides the Contractor with CHRI, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20, Part 20, Subpart B, Section 201.21; Section 524(a) of the Omnibus Crime Control and Safe Streets Act, 47 USC

3701, et seq., as amended (the "Act"), Texas Government Code Chapter 411, Section 411.083 and with the FBI Criminal Justice Information Services Security Policy.

More specifically the Contractor agrees and acknowledges as follows:

- A. The TCCO hereby specifically authorizes the Contractor to 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 information for the purposes set forth herein.
- C. The Contractor agrees to maintain the confidentiality and security of the CHRI in compliance with state and federal statutes, rules and regulations, and to return or destroy such information when it is no longer needed to perform the services contemplated herein.
- D. In the event that the Contractor's employee 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 TCCO. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for TCCO's approval the Contractor's corrective action plan to ensure full compliance with the terms hereof.

Authority to Audit

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.

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.

Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.

Fraud, Waste or Abuse

In accordance with Chapter 321, Texas Government Code, the State Auditor's Office is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds.

If there is 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: <http://www.sao.state.tx.us/>.

The Contractor shall comply with the Texas Comptroller of Public Accounts Anti-Fraud Policy found at <http://www.window.state.tx.us/ssv/ethics.html>.

Buy Texas

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the State.

Certification Concerning Hurricane Relief

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

Confidentiality and Public Information Act

Notwithstanding any provisions of this Contract to the contrary, Contractor understands that TCCO will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TCCO agrees to notify Contractor in writing within a reasonable time from receipt of a request for information related to Contractor's work under this Contract. Contractor will cooperate with TCCO in the production of documents responsive to the request. TCCO will make a determination whether to submit a Public Information Act Opinion request to the Attorney General. Contractor will notify TCCO General Counsel within twenty-four (24) hours of receipt of any third party requests for information that were provided by the State of Texas for use in performing this Contract. The Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information, particularly, but not limited to social security numbers.

Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by TCCO and Contractor to resolve any dispute arising under the Contract.

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach asserted by Contractor. If the Contractor's claim for breach cannot be resolved by the parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To

initiate the process, Contractor shall submit written notice, as required by Chapter 2260 to the Deputy Comptroller or his or her designee. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent for the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach by the TCCO if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practice and Remedies Code. Neither the execution of this Contract by the TCCO nor any other conduct of any representative of the TCCO relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For all other specific breach claims or disputes under the Contract, the TCCO and the Contractor shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by the TCCO and the Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. Contractor shall pay all costs of the mediation unless the TCCO in its sole good faith discretion approves its payment of all or part of such costs. By mutual agreement, the TCCO and the Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this section is to reasonably ensure that the TCCO and the Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. The TCCO participation in or, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by the TCCO of 1) any rights, privileges, defenses, remedies or immunities available to the TCCO as an agency of the State of Texas or otherwise available to the TCCO; 2) the TCCO termination rights; or 3) other termination provisions or expiration dates of the Contract.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the TCCO the Contractor shall continue performance and shall not be excused from performance during the period of any breach of contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

Force Majeure

Neither Contractor nor TCCO shall be liable to the other from any delay in, or failure or performance, of any requirement resulting from 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.

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. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

Ownership/Intellectual Property, including Rights to Data, Documents, and Computer Software

For the purposes of this Contract, the term “work” is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated, in connection with this Contract.

All work performed pursuant to this Contract is made the exclusive property of TCCO. All right, title, and interest in and to said property shall vest in TCCO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in TCCO, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TCCO. TCCO shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give TCCO and/or the State of Texas, as well as any person designated by TCCO and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other record relating to this Contract and the State’s property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Work as defined above. Contractor and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing or evaluating by TCCO and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.