

# Health and Human Services Commission

## Purchase Order

Dispatch via Print

<b>Payment Terms</b>	<b>Freight Terms</b> Prepd Allw	<b>Ship Via</b> BEST WAY	<b>Purchase Order</b>	<b>HHSTX-9-0000034194</b>	
If advertised by informal bid, Invitation for Offer, or Request for Proposal, all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.			<b>Date</b>	<b>Revision</b>	<b>Page</b>
			09/01/18		1
All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.			<b>Ship To:</b>	0105 - Austin 4616 W Howard Ln Women, Infants and Children (W HEALTH & HUMAN SERVICES COMMISSION 4616 W Howard Ln Ste 350 Austin TX 78728 United States	

**Vendor:** 1621559211 0  
CORRECTIONS SOFTWARE SOLUTIONS  
316 N LAMAR BLVD  
USA  
AUSTIN TX 78703-4611  
United States

**Bill To:** Texas Civil Commitment Office  
HEALTH & HUMAN SERVICES COMMISSION  
4616 W Howard Ln  
Ste 350  
Austin TX 78728  
United States

**Purchaser:** Beck, David 512/406-2433

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	--------------------------------------	------------	----------	-----	----------	--------------	----------

FY 2019

REQ# 0000047392

Correction Software Solution Extension #5  
Software Support for Clients

Previous PO - FY18 Purchase Order Number-52900-8-0000105520  
\*\*\*\*\*

Agency Contact Name/Email:  
Elizabeth Ramirez (512) 341-4435  
Elizabeth.Ramirez@tcco.texas.gov  
\*\*\*\*\*

Vendor Contact/Email:  
Corrections Software Solutions  
316 North Lamar Blvd,  
Austin, Texas 78703  
James Redus (512) 347-1366  
jredus@correctionssoftware.com  
info@correctionssoftware.com

ViD# 1621559211  
\*\*\*\*\*

Goods and/or services are to be delivered and invoiced after September 1, 2018.

This contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature  
\*\*\*\*\*

PROCUREMENT RULE §20.41 Delegated Purchases - PCC K  
NOT AVAILABLE FROM ANY OTHER SOURCE

1-1	FY19-Correction Software Support	920-66	12.00	EA	3218.60000	\$38,623.20	09/01/2018
-----	----------------------------------	--------	-------	----	------------	-------------	------------

**Schedule Total**           \$38,623.20

# Health and Human Services Commission

## Purchase Order

Dispatch via Print

<b>Payment Terms</b>	<b>Freight Terms</b> Prepd Allw	<b>Ship Via</b> BEST WAY	<b>Purchase Order</b> <b>HHSTX-9-0000034194</b>
If advertised by informal bid, Invitation for Offer, or Request for Proposal, all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.			<b>Date</b> 09/01/18
<b>All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.</b>			<b>Revision</b> Page 2 <b>Ship To:</b> 0105 - Austin 4616 W Howard Ln Women, Infants and Children (W) HEALTH & HUMAN SERVICES COMMISSION 4616 W Howard Ln Ste 350 Austin TX 78728 United States

**Vendor:** 1621559211 0  
 CORRECTIONS SOFTWARE SOLUTIONS  
 316 N LAMAR BLVD  
 USA  
 AUSTIN TX 78703-4611  
 United States

**Bill To:** Texas Civil Commitment Office  
 HEALTH & HUMAN SERVICES COMMISSION  
 4616 W Howard Ln  
 Ste 350  
 Austin TX 78728  
 United States

**Purchaser:** Beck, David 512/406-2433

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	--------------------------------------	------------	----------	-----	----------	--------------	----------

Item Total for Line 1 \$38,623.20

Total PO Amount \$38,623.20

No substitutions or cancellations are permitted without prior approval by Health & Human Services Commission. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Health & Human Services Commission reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Over shipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Health & Human Services Commission and Contractor to attempt to resolve all disputes arising under the contract.

**Unauthorized**

**EXTENSION #5  
BETWEEN  
TEXAS CIVIL COMMITMENT OFFICE  
AND  
CORRECTIONS SOFTWARE SOLUTIONS, LP**

This Extension #5 of Professional Service Agreement is effective as of September 1, 2015, by and between the Texas Civil Commitment Office ("TCCO"), formerly the Office of Violent Sex Offender Management ("OVSOM"), and Corrections Software Solutions, LP ("CSS"), collectively "the parties."

WHEREAS, the parties entered into a professional service agreement on September 1, 2006 to provide database services to the agency then known as the Council on Sex Offender Treatment, now the Texas Civil Commitment Office.

WHEREAS, the agreement expired according to its terms on August 31, 2007 and was subsequently subject to four (4) extensions to August 31, 2015.

WHEREAS, the parties wish to extend the agreement for an additional five (5) years.

NOW THEREFORE, in consideration of the premises and terms and conditions hereinafter set forth, the parties agree as follow:

1. The agreement is extended for a period of five (5) years to begin on September 1, 2015 and end on August 31, 2020.
2. All references to the Council on Sex Offender Treatment ("CSOT") or Office of Violent Sex Offender Management ("OVSOM") shall be amended to state "Texas Civil Commitment Office" or "TCCO."
3. The parties agree to incorporate Attachment A regarding essential clauses and provisions required by State Contract Management Guidelines.
4. The parties agree that beginning September 1, 2018 CSS shall provide a backup copy of TCCO's data to include case notes, demographic information and documents to TCCO at least once per month. The data shall be provided to TCCO in a format that is acceptable to both parties.
5. The parties agree that there shall be no increase in the monthly service payment owed to CSS for the period of September 1, 2015 through August 31, 2018. For the period beginning September 1, 2018 and ending August 31, 2020 the monthly service payment owed to CSS by TCCO shall increase to three thousand two hundred eighteen dollars and sixty cents (\$3,218.60) per month.
6. The parties agree to incorporate the following provisions in accordance with State Contract Management Guidelines:

“TCCO shall monitor and audit CSS’s performance under this Agreement using a review instrument tool based upon the elements specific to this Agreement and shall provide CSS with a copy of the instrument.

- A. The TCCO shall perform inspections in a manner that will not unduly interfere with the CSS’s performance of services. CSS shall furnish and shall require subcontractors to furnish, at no increase in price, all reasonable assistance for the safe and convenient performance of these duties.
- B. TCCO staff shall provide written findings following an audit or inspection.

“TCCO shall assess payment adjustments for failure to maintain acceptable compliance with performance standards as described below.

- A. From time to time throughout the term of this Agreement, TCCO may temporarily suspend some or all of the payment adjustments identified below. Decisions to suspend payment adjustments will be made by the TCCO Executive Director.
- B. CSS shall provide electronic database services to the TCCO.
  - i. Acceptable quality level – 98% compliance.
  - ii. Unacceptable quality level – less than 98% compliance.
  - iii. Per diem adjustment – CSS will be assessed a pro-rated payment adjustment for any day on which CSS database services are unavailable to all TCCO users for more than 98% of the day.”

- 7. The parties agree to incorporate the following language regarding Invoices and Payment:

“Invoices and Payment

CSS shall invoice TCCO monthly for services rendered pursuant to this professional services agreement. CSS 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](http://www.window.state.tx.us/procurement/pub/vendor_guide.pdf)).

Invoices must be submitted to the TCCO within twenty days (20) days after the last day of the calendar month in which services were rendered.

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. Payment shall be made in accordance with the Texas Government Code, Chapter 2251 (Texas Prompt Payment Act). Interest shall accrue in accordance with Texas Government Code §2251.025 on late payments.

All invoices shall be sent to:

The Texas Civil Commitment Office  
4616 W. Howard Lane  
Building 2, Suite 350  
Austin, Texas 78728  
billing@tcco.texas.gov

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 Vendor and be submitted to the following address:

The Texas Civil Commitment Office  
4616 W. Howard Lane  
Building 2, Suite 350  
Austin, Texas 78728

8. All other terms and conditions not expressly modified herein remain in full force and effect.

This Extension #5 to the Professional Services Agreement is hereby approved as of the date first written above and executed as of the last date written below.

**Corrections Software Solutions**



James Redus, President

5-24-18

Date

**Texas Civil Commitment Office**



Marsha McLane, Executive Director

5-24-18

Date

## **Attachment A**

### **Availability of Funds**

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

Vendor will have no right of action against TCCO in the event TCCO is unable to perform its obligations under this Agreement 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 Agreement.

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

If funds for the continued fulfillment of this Agreement 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 Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

### **Indemnification**

Vendor 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 Agreement by Vendor, its agents, subcontractors, or employees, including without limitation, any and all claims arising from:
  - i. Any breach or default on the part of Vendor in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement;
  - ii. Any act or negligence of Vendor 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 Vendor 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 Agreement, the State does not waive its right of sovereign immunity, nor does Vendor 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 Paragraph shall survive the termination of this Agreement.

#### **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.

#### **Compliance with Applicable Rules, Regulations, Procedures, and Laws**

Vendor must comply with all laws, regulations, requirements, and guidelines applicable to a Vendor 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 Agreement. TCCO reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for TCCO's or Vendor's compliance with all applicable State and federal laws, and regulations.

Vendor 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.

#### **Applicable Law; Venue**

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

#### **Criminal History Record Information Compliance**

The parties hereto acknowledge and agree that in order for the Vendor to perform the services contemplated herein, the TCCO may have to provide the Vendor with or the Vendor 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 Vendor with CHRI, the Vendor 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 Vendor agrees and acknowledges as follows:

- A. The TCCO hereby specifically authorizes the Vendor to have access to criminal justice history to the extent such access is necessary or appropriate to enable the Vendor to perform the services contemplated herein.
- B. The Vendor agrees to limit the use of such information for the purposes set forth herein.
- C. The Vendor 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 Vendor's employee fails to comply with the terms hereof, the Vendor 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 Vendor shall submit for TCCO's approval the Vendor's corrective action plan to ensure full compliance with the terms hereof.

#### **Authority to Audit**

Vendor understands that acceptance of funds under this Agreement 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 Vendor 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.

Vendor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Vendor and the requirement to cooperate is included in any subcontract it awards.

Vendor 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 Vendor 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, Vendor 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, Vendor certifies that the individual or business entity named in this Agreement is not ineligible and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

### **Confidentiality and Public Information Act**

Notwithstanding any provisions of this Agreement to the contrary, Vendor 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 Vendor in writing within a reasonable time from receipt of a request for information related to Vendor's work under this Agreement. Vendor 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. Vendor 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 Agreement. The Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Vendor agrees to maintain the confidentiality of information received from the State of Texas

during the performance of this Agreement, 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 Vendor to resolve any dispute arising under the Agreement.

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 Vendor. If the Vendor'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, Vendor 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 Agreement for receipt of notices. Compliance by the Vendor 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 Vendor'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 Agreement by the TCCO nor any other conduct of any representative of the TCCO relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

For all other specific breach claims or disputes under the Agreement, the TCCO and the Vendor 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 Vendor within fifteen (15) days after written notice by one of them demanding mediation under this Section. Vendor 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 Vendor 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 Vendor 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 Agreement.

Notwithstanding any other provision of the Agreement to the contrary, unless otherwise requested or approved in writing by the TCCO the Vendor 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 Vendor may suspend performance during the pendency of such claim or dispute if the Vendor 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 Vendor nor TCCO shall be liable to the other from any delay in, or failure or performance, of any requirement resulting from this Agreement 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.

### **Independent Contractor**

Vendor or Vendor's employees, representatives, agents, and any subcontractors shall serve as an independent contractor in providing services under this Agreement. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of TCCO. Should Vendor subcontract any of the services required in this Agreement, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TCCO is in no manner liable to any subcontractor(s) of Vendor.

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

For the purpose of this Agreement, TCCO will own the copyright in works of authorship that Vendor develops for TCCO under a Statement of Work. Works of authorship delivered to TCCO, but not created under the Statement of Work and any modifications or enhancements of such works made under the Statement of Work ("Existing Works") are excluded. A program is an example of an Existing Work. All Existing Works and any modifications or enhancements of such works shall remain the sole property of the party providing the Existing Work. Vendor grants TCCO (subject to TCCO's payment obligations) a non-exclusive, perpetual license to use, reproduce and modify (if applicable) Vendor's Existing Work in the form delivered to TCCO only for TCCO's business operations.

Vendor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Agreement 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. Vendor shall maintain all such documents and other

record relating to this Agreement and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work performed under the agreement and Project Materials. Vendor and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Vendor must retain all work and other supporting documents pertaining to this Agreement, 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.

**Electronic and Information Resources Accessibility Standards as Required by Texas Administrative Code Title 1, Part 10 Chapter 213**

Vendor shall comply with accessibility standards required for electronic and information resources utilized by state agencies as set forth in Texas Administrative Code Title 1 Part 10 Chapter 213.