

TEXAS CIVIL COMMITMENT OFFICE



This contract, number TP-18-0205, is entered into by and between the Texas Civil Commitment Office (TCCO) ("the Office"), an agency of the State of Texas, and Shoal Creek Counseling ("Contractor"), a Single Member Professional Limited Liability Company, (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 #HHS0000026, Sex Offender Treatment Provider Services for Civilly Committed Sex Offenders.

2. **Total Amount of the Contract.** The total amount is \$16,000.00 for the term of the contract, \$1,000.00 for the remainder of FY 2018, and not to exceed \$7,5000.00 per fiscal year thereafter. 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 August 1, 2018 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 #HHS0000026 Sex Offender Treatment Provider Services, including Forms 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:

Shoal Creek Counseling

Shelley Graham

8307 Shoal Creek Blvd

Austin, Texas 78757-7525

Vendor Identification Number: [REDACTED]

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]
Signature of authorized Official

7-21-18
Date

Marsha McLane
Executive Director
Texas Civil Commitment Office

4616 West Howard Lane
Building 2, Suite 350
Austin, Texas 78728

Telephone: 512-341-4421

Email: marsha.mclane@tcco.texas.gov

Shoal Creek Counseling
Shelley Graham

By: [Signature]
Signature

7/21/18
Date

Shelley Graham, Ph.D, LPC, LSOTP
Print Name and Title Owner

8307 Shoal Creek Blvd.
Address

Austin, Tx. 78757
City, State, Zip

512 619-4966
Telephone

Grahamshelley@sbcglobal.net
E-mail Address

FORM A: Face Page

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

CONTRACTOR INFORMATION

1) LEGALNAME: Shoal Creek Counseling PLLC

2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code):
8307 Shoal Creek Blvd.
Austin, Tx. 78757

3) PAYEE Mailing Address, including 9-digit zip code (if different from above):
Same

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): [REDACTED]
*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 type="checkbox"/> Individual
<input type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> FQHC
<input type="checkbox"/> Other Political	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital
<input type="checkbox"/> State Agency	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Faith-based Organization	<input checked="" type="checkbox"/> Other (specify): <u>Single member PLLC</u>

*If incorporated, provide 10-digit charter number assigned by Secretary of State:

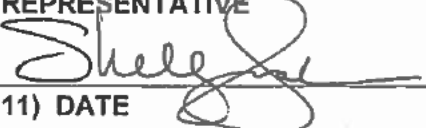
6) WILLING TO TRAVEL: yes or no

7) LIST ALL COUNTIES CONTRACTOR CAN SERVE:
Travis

8) CONTACT PERSON

Name: Shelley Graham
Phone: 512 323-2894
Fax: 512 451-0090
E-mail: grahamshelley@sbeglobal.net

The facts affirmed by me in this application are truthful and I warrant that the Contractor 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 Contractor and I (the person signing below) am authorized to represent the Treatment Provider.

9) AUTHORIZED REPRESENTATIVE	10) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name: <i>Shelley Graham Ph.D. LPC, LSOTP</i> Title: <i>Owner</i> Phone: <i>512 323-2894</i> : <i>512 619-4966</i> Fax: <i>512 451-0090</i> E-mail: <i>grahamshelley@sbcglobal.net</i>	 11) DATE <i>7/16/18</i>

Enrollment for Sex Offender Treatment Services
Enrollment Number: HHS0000026

FORM B: Open Enrollment Application Checklist

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

Each Enrollment Application Must Contain the Following Completed Items:

Document	Check (✓), if included
FORM A: TCCO Application Face Page – Signature Required	✓
FORM B: Open Enrollment Application Checklist	✓
FORM C: Additional Treatment Providers	✓
FORM D: Vendor Information Form – Signature Required	✓
FORM E: Copy of the current primary medical or mental health license and CSOT license.	✓
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 Treatment Providers

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

Legal Name of Treatment
Provider:

Shoal Creek Counseling PLLC

This form provides information about the appropriate contacts in the Treatment Provider'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.

Treatment Provider:	<u>Shelley Graham Ph.D. LPC, LSOTP</u>	Mailing Address (incl. street, city, county, state, & zip):	<u>8307 Shoal Creek Blvd Austin, Tx. 78757</u>
Areas Covered:			
Phone:	<u>512 619-4966 Ext.</u>		
Fax:	<u>512 451-0090</u>		
E-mail:	<u>grahamshelley@shcglobal.net</u>		
Treatment Provider:		Mailing Address (incl. street, city, county, state, & zip):	
Areas Covered:			
Phone:	Ext.		
Fax:			
E-mail:			
Treatment Provider:		Mailing Address (incl. street, city, county, state, & zip):	
Areas Covered:			
Phone:	Ext.		
Fax:			
E-mail:			
Treatment Provider:		Mailing Address (incl. street, city, county, state, & zip):	
Areas Covered:			
Phone:	Ext.		
Fax:			

Enrollment for Sex Offender Treatment Services
Enrollment Number: HHS0000026

E-mail:	_____	_____
Treatment Provider:	_____	Mailing Address (incl. street, city, county, state, & zip):
Areas Covered:	_____	_____
Phone:	_____ Ext. _____	_____
Fax:	_____	_____
E-mail:	_____	_____

*Copies of Texas Sex Offender Treatment License, and documentation of recognition by respective licensing board must be included for all Contractors.
Add additional pages if necessary.

FORM D: Vendor Information Form

Texas Civil Commitment Office
Sex Offender
Treatment Services
Open Enrollment Application
OE#HHS0000026

VENDOR INFORMATION NEW <input checked="" type="checkbox"/> or Update Information <input type="checkbox"/>	
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 "Treatment Provider" or by name. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney. <p style="text-align: center;">Shoal Creek Counseling, PLLC</p>	
1b. OP Address including Street and Mailing Addresses, City, County, State and 9-digit Zip Code: 8307 Shoal Creek Blvd, Austin, Tx. 78757	
1c. PAYEE Name and Mailing Address including 9-digit zip code (as it should appear on financial instruments and remittances): <p style="text-align: center;">Same as Above</p>	
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 Treatment Provider'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 letter in box): <input type="checkbox"/> A <input checked="" type="checkbox"/> N <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G Is your entity certified as a HUB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
A. City or County (Governmental Entity)	
B. State Agency	
C. State Institution of Higher Learning	
D. Other Political Subdivision	
E. Texas Non-profit Corporation *	
F. Texas For Profit Corporation *	
G. Professional Association*	

H. Regular Association

I. Sole Proprietor

J. Individual

K. Partnership**

L. Limited Partnership

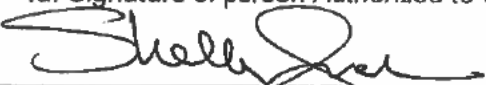
M. Out-of-State Corporation

N. Other***

*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. Professional Limited Liability Company

3a. Legal name of person or entity authorized to contract with the Texas Civil Commitment Office <u>Shelley Graham</u>	
3b. Typed Name & Title of Person Authorized to Sign Contracts: <u>SHELLEY Graham</u>	3b. Telephone <u>512 619-4966</u>
3c. Typed Name & Title of Contact Person (Contract Documents and Correspondence) <u>SHELLEY Graham</u>	3c. Telephone <u>512 619-4966</u>
3d. Contact Person's E-mail Address <u>grahamshelley@sbcglobal.net</u>	
4a. Signature of person Authorized to Sign Contracts: 	4b. Date <u>7/16/13</u>

Enrollment for Sex Offender Treatment Services
Enrollment Number: HHS0000026

Form E: Texas Sex Offender Treatment License

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

Contract must use this space to attach a copy of primary medical or mental health license and CSOT license.

*Copies of Texas primary medical or mental health license and CSOT license must be included for all Treatment Providers. Add additional pages if necessary.



Council on Sex Offender Treatment

certifies that the entity identified below is a

**Licensed Sex Offender Treatment Provider - Supervisor
Shelley Graham, Ph.D.**

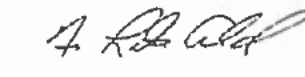
License Number 97361

Control Number 102604

Expires 9/30/2018



Cardholder Signature



Presiding Officer



**Texas State Board of Examiners
of Professional Counselors**

certifies that the person identified below is a

**Licensed Professional Counselor - Supervisor
Shelley Ann Graham, Ph.D.**

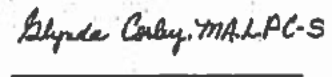
License Number 14192

Control Number 330273

Expires 3/31/2019



Cardholder Signature



Presiding Officer

Enrollment for Sex Offender Treatment Services
Enrollment Number: HHS0000026

Form F: Pricing

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

Service Type	*Price
Assessment/Updated Assessment	\$495.00 per assessment
Group Session (60 minutes)	\$23.33 per session
Group Session (90 minutes)	\$35.00 per session
Group Session (180 minutes)	\$70.00 per session
Individual/Family Session	\$70.00 per hour
Staffings	\$50.00 per hour
Court Appearance/Testimony requested by the State	\$50.00 per hour
Affidavit	\$50.00 per affidavit
Plethysmograph (PPG) – Basic	\$335.00 per PPG
Plethysmograph (PPG) – Rape Segment Administered	\$395.00 per PPG

*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>

Enrollment for Sex Offender Treatment Services
Enrollment Number: HHS0000026

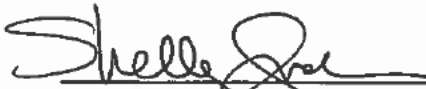
Form G: Child Safety Zone Certification

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

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

Shoal Creek Counseling PLLC
8307 Shoal Creek Blvd
Austin, Tx. 78757

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


Authorized Signature

Stacey Graham Ph.D. LPC LEO TP
Name

Owner
Title

7/16/13
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.

Shelley Graham, Ph.D., LPC-S, LSOTP-S

Shoal Creek Counseling, PLLC

ATSA Fellow

**8307 Shoal Creek Blvd.
Austin, Texas 78757
Phone: (512) 619-4966
Fax: (512)451-0090**

Education

1993	M.A.	University of Texas at Austin	Educational. Psychology
2002	Ph.D.	University of Texas Austin	Educational. Psychology

Specialization: Personality, Social, Developmental

Honors

Phi Kappa Phi (Graduate Student Honor Society)
Kappa Delta (Honor Society for Graduate Students in Education)
President of Tx-ATSA , State Chapter of the Association for the Treatment of Sexual Abuse (4 yrs)
Current Past President of Tx-ATSA
Association for the Treatment of Sexual Abuse (ATSA) Fellow
Honorary Recognition for contribution to the field and practice of sexual abuse 2017

Licensure and Certification

Licensed Professional Counselor – Supervisor; State of Texas; License No. 14192
Licensed Sex Offender Treatment Provider – Supervisor; State of Texas No. 97361
Specialization: Females, Juveniles, Intellectually Disabled

Specialized Training in Risk Assessment

Hare Psychopathy Workshop, Robert Hare and Adele Forth 1996
Training on the PCL-R (Psychopathy Workshop)
SRA-FV Risk Assessment, Matrix 2000 – David Thornton 2012
Deregistration Evaluation Specialist, State of Texas 2012
Certified as a Trainer on the Static 99 series instruments, Stable 2007, and Acute 2007
2011
Training on the Static 2002, ERASOR, J-SOAP II, MEGA, V-RAG, SO-RAG, SOTIP
Training on the SAPROF-SO, Sand Ridge Secure Facility, David Thornton and Sharon Kelly 2018

Professional Organizations

Association for Treatment of Sexual Abusers (ATSA)
American Psychological Association

Community Work

Alliance of the Healing Arts, Inc. – (non-profit corporation) Founder and Director; 1995-2000
Metamorphosis House, Inc., (non-profit corporation) – Vice-President-Bd of Directors
juvenile treatment facility and research center; 2003-2006
The Settlement Home – provided programs for children and adolescents in a residential treatment setting
1992-1995
Austin Family House – provided programs for children of residents (children of abused mothers) 1992
Austin State Hospital – volunteer – psychodrama program for substance abusers
volunteer – adolescent and children’s unit 1991-1992

Presentations, Research, and Publications

- 2017 Static 99R 2016 Changes, Presented at CSOT State Conference for Treatment of Sexual Abuse
Stable 2007 – Presented for the Texas Civil Commitment Training in Austin, Texas

Forensic Administrative Assistant Course – Austin, Texas
- 2013-Current Dynamic Risk Supervision Protocol: Static/Stable/Acute, Arizona and Texas

Correspondence Course Treatment Curriculum for sexual offense behaviors for prison inmates
- 2011 Presentation: Supervision of the ASOTP (Affiliate Sex Offender Treatment Provider);
Council on Sex Offender Treatment State Conference
- 2006 Presentation: Supervision of the ASOTP (Affiliate Sex Offender Treatment Provider);
Council on Sex Offender Treatment State Conference
- 2005 Presentation on Female Offenders at CJAD Conference
- 2004 - current **So You Want to be an LSOTP?** Designed 40 hour curriculum that meets the training requirement for treatment providers in working with offenders; includes working with the involuntary client, ethics, risk assessment, and 10 hours of victim treatment training; presentations approximately 2 times annually
- 2003 Presentation: Two day conference on Developmentally Challenged Sex Offenders; presented at Mexia State School
- 2002 TCJAD Skills Conference – Risk Assessment and Collaboration
Between Treatment Providers and Community Supervision
- 2001 TCJAD Symposium – Presentation on Female Offenders
- 2000 Presentation of **Chaperon/External Support Training: The Key to Treatment Success**, Association for Treatment of Sexual Abusers, National Conference, Orlando, Florida;

Presentation of **Chaperon/External Support Training: The Key to Treatment Success**, Texas State Treatment Conference for Supervision of Sex Offenders, Dallas, Texas.
- 1999 Presentation of **Risk Assessment and Recidivism: Treatment Issues**, La Grange, Fayette County, Conference

Dissertation: Research on Emotional Responses in Sex Offenders, measurement through use of physiological measures, and how this information impacts empathy for others

Co-author of **Chaperon/External Support Training: Facilitator's Guide** and **Chaperon/External Support Training: Participant's Manual**, 1999.
- 1998 Presentation on **Risk Assessment and Recidivism: Treatment Issues**, Bastrop County Conference

1991 Workshop for Adolescents who are survivors of abuse on Dramatic writing as outlet for experiences, including play production for writings produced, Alliance of the Healing Arts, Inc.

Experience

2011-Current Forensic Risk Assessment Evaluations for Criminal and Civil Courts

2004-Current Treatment Provider for the Sexually Violent Predator who has been civilly committed

2003-Current Evaluations and Risk Assessment for Sex Offending Behaviors; Risk Assessment/Psychosocial Evaluations for Parole Review;

1991- Current Private practice to provide treatment to sex offender and other felony offender clients male and female, adult and juvenile, in both group and individual settings;

1995 – Current Clinical director of sex offender treatment program; groups for Adult, Juvenile, Female, MRDD offenders in Travis, Bell, Burnet, Williamson, Hays, Comal, and Caldwell Counties; also State Parole, and US Federal system

Government contracts to provide offender treatment services for:
Travis County
Hays, Comal, and Caldwell Counties
Bell County Juvenile Services
Burnet County Juvenile Services
Williamson County Juvenile Services
State of Texas Civil Commitment Program

Intakes and evaluations on sex offender and general offender out-patient clients, male and female, for both probation and parole

Developed specialized programs for the treatment of sex offenders which includes chaperon and external support training, treatment orientation, human sexuality, self-esteem, and relationship building;

Developed training curriculum (40 hours) for therapists wanting to gain certification as a Licensed Sex Offender Treatment Provider;

Developed and implemented a specialized program for families of juvenile offenders;

1993-1997 Founder of the Alliance of the Healing Arts, Inc., a non-profit corporation, whose primary function is to promote the development of art (literary, theatre, fine art) as a medium for expression of feelings by survivors of sexual, physical and emotional abuse, and to educate the community regarding these issues; funding is through specific groups or agencies that invite speaking engagements or performances such as The Settlement Home, Austin, Texas, the Texas Foster Parent Convention, Regional Network for Children, Baylor Medical School Series on Compassion and The Art of Medicine

1995-1996 Performed court ordered intakes and evaluations on offenders for Travis County under the supervision of Matthew Ferrara, Ph.D.

- 1992-1994 Pebble Project/Communities in Schools
- Facilitator of Child Assault Prevention Project (CAPP) programs presented in all area elementary schools, training children in awareness of abuse issues and appropriate action to take to maximize safety
- Violence Prevention Specialist – served on committee to develop program to present to area middle schools on violence prevention; facilitator of Heart to Heart, a group for adolescent unwed mothers and fathers
- Training of CAPP volunteers in offender treatment and issues
- 1992-1993 Dispute Resolution Center – volunteer mediator
- 1988-1989 Austin State Hospital – Volunteer
Adult alcohol and drug abuse counseling unit with Psychodrama
Children’s Psychiatric Unit, teaching creative dramatics and movement as part of Music Therapy Program
- Austin Family House – Creative dramatics program for children

Other Specialized Training

- Treatment of the Violent Offender – Giddings State School
Dispute Mediation Training – 40 hour course; Dispute Resolution Center, Austin, Texas
Treatment of Sex Offenders – Fred Berlin, M.D. John Hopkins University and Nicholas Groth, Ph.D.
Training on Abel Screen and Offender Treatment – Gene Abel, M.D.
Conference on sadistic offenders and treatment recidivism – Anna Salter, Ph.D.
Conference on adult survivors of abuse and clarification process between offender and victim
Jan Hindman, Ph.D.
Treatment of Developmentally Delayed, James Haaven, Ph.D.
Significant aspects of Criminal Sexuality, Roy Hazelwood, M.S.
MMPI-II Training Conference
Civil Commitment Program Training in Texas
Annual CSOT and ATSA programs
Deregistration Specialist in the State of Texas
Trainer for Static/Stable/Acute Risk Assessment Instruments
SAPROF-SO



TEXAS
Health and Human
Services

Charles Smith, Executive Commissioner

TEXAS CIVIL COMMITMENT OFFICE

OPEN ENROLLMENT #HHS0000026

For

**SEX OFFENDER TREATMENT PROVIDER SERVICES FOR
CIVILLY COMMITTED SEX OFFENDERS**

NIGP Class/Item: 952-15

952-21

952-74

Enrollment Period Opens: 2/17/2017

Enrollment Period Closes: 8/31/2020

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I. INTRODUCTION AND DEFINITIONS

A. Introduction

The State of Texas by and through the Texas Civil Commitment Office (TCCO) with the administrative support of Texas Health and Human Services Commission (HHSC), announces this notice of Open Enrollment (OE) to provide sex offender treatment services for civilly committed sex offenders.

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 (SVPs) 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.

TCCO requires a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider (ASOTP) to conduct Sex Offender Treatment Services (hereinafter referred to as Services) for Clients. The Services include the following Sex Offender Treatment Services: Assessments, Assessment Updates, Individual Therapy, Group Therapy, Staffings, Court Appearances, Affidavits, Penile Plethysmographs (PPG), family sessions and chaperone training. During the course of treatment services and upon completion of sex offender treatment services, the Contractor shall be available to provide expert testimony in court as needed.

TCCO will utilize a rotation schedule to refer clients to Contractor Sex Offender Treatment Providers. A TCCO client identified as requiring sex offender treatment services will be referred to an approved Contractor based on the following:

1. Contractor availability
2. Experience as a sex offender Treatment Provider
3. Past Contractor performance
4. Referrals will be made to a Contractor in the client's geographic region until there is a sufficient number of referrals to that Contractor to comprise one sex offender treatment group. Referrals shall then be rotated to the next Contractor.

This OE contains standardized requirements that all Contractors must meet to be considered for contracts under this OE. Failure to comply with these requirements will result in disqualification of the Contractor without further consideration. Each Contractor 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.

READ ALL MATERIALS BEFORE COMPLETING THIS OE.

TCCO, with the administrative support of the HHSC, seeks qualified vendors to provide sex offender treatment services to Sexually Violent Predators (SVP) statewide, with an immediate need in Tarrant and Travis counties. Services shall be provided in accordance with the specifications contained in this OE.

The successful Contractor shall, in accordance with the terms identified within the resulting contract, provide all necessary personnel, equipment, materials, supplies, and services as specifically identified within the contract and do all things necessary for or incidental to, the provision of sex offender treatment services and associated programs for clients.

To be considered for award, Contractor must execute Exhibit A, Affirmations and Solicitation Acceptance, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

Information regarding TCCO and its programs is available online and can currently be accessed at: <http://www.tcco.texas.gov>.

B. DEFINITIONS

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

"Absconder" means a SVP Client who leaves a facility or residence without authorization or fails to return as required.

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

"Case Manager" means a person employed by or under contract with the TCCO to perform duties related to 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 swimming pools. Any area within 1,000 feet of these types of premises is considered a child safety zone unless TCCO modifies the distance requirement and gives written notice of this modification to the Respondent.

"Client" means Sexually Violent Predators (SVPs) 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.

"Compliance Standards" means contract requirements that have specific and clearly defined recoupment strategies to ensure that TCCO does not pay for services that are not received.

"Contract Monitor" means a TCCO employee responsible for technical administration of the contract.

"Contract Term" means the duration of the Contract.

"Court Orders" means any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operations, management, or maintenance of the facility and relate to the

custodial care of SVP Clients. For purposes of the contract, this term includes such orders, judgments, stipulations, plans or agreements applicable to the TCCO.

"Day(s)" means any day of the week including Saturday, Sunday, State and Federal holidays, unless otherwise specified.

"Event of Default" means any of the events or circumstances described within Sections 2.8.D and 2.24.

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

"Free Exercise of Religion" means an act or refusal to act that is substantially motivated by sincere religious beliefs in which a Contractor cannot substantially burden.

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

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

"Payment or Payments" means amount(s) agreed to be paid by the TCCO to Contractor for services provided according to the contract.

"Quarter" means the time period that relates to the State Fiscal Year, with quarters beginning September 1, December 1, March 1 and June 1, unless specifically noted otherwise.

"Service Commencement Date" means the date on which Contractor shall begin providing services pursuant to the contract.

"Sexually Violent Predator (SVP or SVP Client)" means a person civilly committed pursuant to Texas Health and Safety Code, Chapter 841, who has been found to be a repeat sexually violent offender and to suffer from a behavioral abnormality that makes the person likely to engage in a predatory act of sexual violence.

"TCIC" means the Texas Crime Information Center operated under the authority of the Texas Department of Public Safety.

"TCCO Policies" means all written policies, procedures, standards, guidelines, directives and manuals of the TCCO, applicable to the supervision and treatment of SVP Clients.

"Treatment Team Meeting" means a meeting between the TCCO Case Manager, the Contractor Sex Offender Treatment Provider, the SVP Client and any others deemed appropriate by the TCCO Case Manager to determine current status of the SVP Client.

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

The Contractor shall comply with established compliance standards as follows:

Standard	Payment Adjustment
The Contractor shall maintain a current professional license and CSOT license. Section IV A 6	Cost of each service hour rendered without required professional license and CSOT certification per client and suspension of service until the applicable license is renewed.
When requested by TCCO, the Contractor shall complete an initial assessment or	\$10 per day for each day the initial or update assessment report is late after the

update assessment and submit the report within sixty (60) days of initial appointment. Section V B 7 (f) and (g)	established due date, excluding the date on which the report is submitted.
The Contractor shall submit a treatment plan within sixty (60) days of initial appointment and review the treatment plan every six (6) months thereafter with updates completed as necessary. Section V B 7 (l)	\$10 per day for each day the treatment plan is late after the established due date, excluding the date on which the report is submitted.
The Contractor shall maintain professional malpractice insurance. Section IV A 9	Cost of each service hour rendered per client without required professional insurance and suspension of service until insurance is renewed.
The Contractor shall conduct the number of hours of group and individual treatment for each client as required based on the client's Tier level. Section V B 1(c), 2(c), 3(c), 4(d) and 5(d)	With the exception of authorized vacation days and the five days authorized for training/continuing education, failure to conduct the hours of group and individual sessions required by the client's tier will be documented as poor contractor performance for purpose of future referrals.
The Contractor shall complete biennial treatment reports as required according to TCCO policy. Section V 8 (r)	\$10 per day for each day the biennial report is late after the established due date, excluding the date on which the report is submitted.

Contractor's failure to meet the standards listed above will result in a deduction to the monthly Contractor payment.

The TCCO will assess compliance with performance measures on regular a 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

A contract resulting from this OE may be terminated by mutual agreement of both Parties. Either Party may terminate the 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. The 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 the 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 TREATMENT PROVIDERS, ADMINISTRATIVE DUTIES AND OBLIGATIONS, SERVICE SITE

A. Minimum Qualifications

Eligible Respondents (Contractor) include sole proprietors and organizations established as a legal entity under state statutes that have the authority to do business in Texas.

Eligible Contractors include individuals with a primary mental health or medical license that are also licensed by the Council on Sex Offender Treatment (CSOT) as a LSOTP or ASOTP with a minimum of one year of experience providing sex offender specific treatment. Contractors shall have experience in conducting sex offender treatment. Contractors must adhere to the guidelines as required by the respective licensing board for their primary medical or mental health license and CSOT and must comply with the criteria listed below.

1. The Contractor 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. The Contractor must have a Texas address. A post office box may be used when the enrollment application is submitted, but the Contractor must conduct business at a physical location in Texas prior to the date that the contract is awarded.
3. The Contractor is ineligible to receive a contract 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. The Contractor 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. The Contractor must provide a copy of each sex offender treatment provider's current primary mental health or medical license and LSOTP or ASOTP license. Both the primary medical or mental health license and LSOTP or ASOTP license shall remain in effect through the contract period and any renewal period.
7. The Contractor must provide a copy of a current resume reflecting experience conducting sex offender treatment to include number of sex offender clients served in

the most recent calendar year and average number of sex offender clients served per year.

9. The Contractor 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 Treatment Providers during the term of this contract; refer to Form H. The Contractor shall disclose to the TCCO the amount of professional malpractice insurance the provider maintains and the insurance company with whom they carry the policy. The Contractor shall submit to the TCCO a copy of the declaration page of each Contractor's "Professional Malpractice Insurance" policy or "Errors and Omissions Insurance" policy.

The Contractor must submit to the TCCO changes to the 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, the Contractor is not considered eligible to apply unless the Contractor meets the eligibility requirements to the stated criteria listed above at the time the enrollment application is submitted. The Contractor 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 Contractor's eligibility.

B. Administrative Duties and Obligations

1. 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. There will be additional policies/procedures/requirements upon award of a contract, which will be provided to qualified Contractors during the contracting phase. The Contractor will be allowed time to review prior to signing the contract. The Contractor must comply with all applicable local and state standards, codes, and regulations including zoning, fire, health, and sanitation.
2. The Contractor shall have a working knowledge and understanding of the current statutes governing the sex offender civil commitment program.
3. The Contractor must accurately document time and travel as stated in the state travel policy.
4. The Contractor shall maintain his/her own office site at his/her own expense.
5. The Contractor shall maintain his/her own transportation, auto liability insurance, cellular telephone, and have Windows 7 or above operating system with desktop version of Microsoft Word and Excel and access to the Internet via Internet Explorer.

6. The Contractor shall coordinate the date and time of the sex offender treatment services with designated TCCO staff.
7. The Contractor must allow entry to the sex offender treatment locations at all times by the TCCO Board Members and 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 TCCO, to monitor the delivery of services.
8. The Contractor shall meet criteria established by the CSOT pursuant to requirements set forth in Texas Administrative Code, Title 22, Chapter 810 Treatment Provider's professional license and CSOT certification shall remain in effect through the contract period and any renewal period. Upon renewal of either license, Contractor shall provide a copy to TCCO.
9. The Contractor's training hours shall include treating sex offenders with behavioral health issues and developmental disabilities.
10. All treatment providers employed by Contractor and providing services to TCCO clients shall be approved by TCCO before rendering services under the contract. A written request for approval shall include copies of each employee-treatment provider's primary and CSOT licenses. Payments will be made only after TCCO approval has been granted. No back payments will be made for services rendered prior to approval.
11. Any Subcontractor or employee of Contractor who does not have the required credentials may ONLY co-facilitate groups with an approved treatment provider. Such Subcontractors or employees may not singly provide treatment services at any time.
12. Contractor shall maintain a professional and courteous relationship with all parties involved in the provision of services under the contract.
13. A criminal background check shall be required of each treatment provider providing services under the contract. The background check, consisting of fingerprint analysis shall be completed by the TCCO following contract execution but prior to the commencement of services.
 - a. A copy of the fingerprint results shall be submitted directly to TCCO by the agency processing the fingerprint analysis request.
 - b. The results of the criminal background check, utilizing fingerprint analysis, must be acceptable to the TCCO. Treatment providers with misdemeanor or felony convictions require approval by the TCCO prior to having contact with TCCO clients.
14. Contractor shall attend all meetings and trainings that have been designated as mandatory by the TCCO.
15. If providing services at a facility where TCCO clients reside, the Contractor shall not introduce any type of contraband onto the facility where TCCO clients reside. Examples

of contraband include, but are not limited to firearms, knives and weapons of any type, tobacco of any type, alcohol, and controlled substances (illegal drugs). The Contractor shall not carry more than twenty-five dollars (\$25.00) in cash into the facility.

16. The Contractor shall maintain professional malpractice insurance in accordance with current standards established by the provider's applicable professional licensing board. Professional malpractice insurance shall be maintained during the term of the contract, including any renewal terms. The Contractor shall disclose to TCCO the amount of the malpractice insurance carried and the name of the insurance company. The Contractor shall submit with the proposal a copy of their malpractice insurance or a statement of insurability. The Contractor shall submit to the TCCO any changes to the provider's professional malpractice insurance policy including, but not limited to, insurance renewal information or policy expiration or termination and the reasons for such expiration or termination.

C. Service Sites

1. The Contractor may provide services at the Contractor's designated place of business or the facility where the client is housed if there is space available that allows for confidentiality. Services for clients residing in a private residence shall be provided at the Contractor's place of business. Services shall be rendered at the most practical and cost-effective site as determined by TCCO.
2. In the event services are provided at the facility where the client is housed, the Treatment Provider's use of the premises shall be limited to meeting room space and office tables and chairs. The Contractor shall not use the facility's computers, copiers, tables and chairs or other office equipment.
3. The Contractor shall schedule sessions on different days and times throughout the week to accommodate clients' work schedules and facility operations. Treatment schedules shall be submitted to TCCO for review and approval prior to implementation.
4. The Contractor shall ensure and certify that services will not be conducted at a location within a Child Safety Zone, Form G. The offeror shall submit a Child Safety Zone Certification sheet for each location. If a Contractor's place of business is determined to be in a Child Safety Zone the Contractor will be required to provide services at an alternate location approved by TCCO. If the alternate location has a cost associated with its use, the cost shall be the responsibility of the Contractor.

D. SCOPE OF WORK, DESCRIPTION OF SERVICES/SPECIFICATIONS

The TCCO requires the provision of sex offender treatment services and associated programs for TCCO Clients who are subject to civil commitment pursuant to Chapter 841 of the Texas Health and Safety Code and Chapter 420A of the Texas Government Code. TCCO is interested in awarding multiple contracts to well-qualified Contractors for the provision of client treatment with associated services across the state.

Contractor shall, in accordance with the terms identified within the Contract, provide all necessary personnel, equipment, supplemental materials, supplies, and services as specifically identified within the contract and do all things necessary for, or incidental to, the provision of client treatment services and associated programs for clients within a defined service area. Contractor will provide sex offender treatment and related services at the Contractor's approved place of business or at another facility or facilities that house SVP clients, as approved by TCCO.

Contractor may submit open enrollment application to provide services in one or multiple counties.

Tiered Program

The majority of services will be for clients who are in tier five (5) of the civil commitment program. Clients who transition to tier five (5) have completed all the tasks and targets of the total confinement sex offender program and have been approved to live in less-restrictive housing and it has been determined the transfer is in the best interest of the client and conditions can be imposed that adequately protect the community. The proposed sex offender treatment shall utilize best practices for sex offenders and ensure continuity of care. The proposed program shall be based on cognitive behavioral programs incorporating the Good Lives and Risk-Needs-Responsivity Model.

There will also be clients who are based in the community due to unique needs but are still in need of sex offender treatment. These clients are usually placed in nursing homes or supervised living facilities. The program for these clients in Tiers one (1) – four (4) shall be based on cognitive behavioral programs incorporating the Good Lives and Risk-Needs-Responsivity Model.

Contractor's program for Tier five (5) shall provide continuity of care for any client transitioning to Tier five (5) and shall take into consideration the programming that clients in the Texas Civil Commitment Center are receiving, as described below:

- 1. Tier One (1) – Preparation for Change.** Includes curricula (Thinking for a Change (T4C), Building a Balanced Life (BBL), & Treatment Readiness for You (TRY)) that will help the client with building problem solving skills and teaches the client how good decisions are made and address individual needs as well as considers the level of skill a client has for managing their life.
- 2. Tier Two (2) – Awareness.** The client will participate in disclosure and discovery group, which includes curricula that covers offending behavior, relationships, sexual history and developing behaviors toward establishing lifestyles free from offending behavior.
- 3. Tier Three (3) – Healthy Alternative Behaviors.** The client will learn to control their risk factors, build relationship skills, assist clients with empathy and emotional awareness, and on-going development and supervised practice of self-control behaviors, thoughts, and emotions.
- 4. Tier Four (4) – Maintenance and Comprehensive Discharge Planning.** The client will receive support and guidance with enforcing and supporting the new skills they learned in treatment. The client will also prepare to live independently through individually

tailored curriculum using offense-focused group presentation, cognitive restructuring, role play and life planning.

Mandatory Program Requirements

1. Requirements for Special Placement Tier 1

- a. This tier consists of orientation to sex offender treatment and the Contractor's treatment program.
- b. In Special Placement Tier One the following tasks and targets shall be accomplished:
 - i. The client's individual needs shall be identified and addressed;
 - ii. Clients shall learn problem solving skills and learn how good decisions are made;
 - iii. This tier shall guide the client to control their psychological risk factors and learn self-regulation; and
 - iv. This tier shall motivate the client in seeing the need for change.
- c. During this tier, treatment hours shall consist of:
 - i. Six (6) hours of sex offender group treatment per week. The six (6) hours may consist of four (4) group sessions that are ninety (90) minutes in length each, three (3) group sessions that are two (2) hours in length each, or two (2) group sessions that are three (3) hours in length each; and
 - ii. One (1) hour of individual therapy per month, or more frequently as approved by TCCO depending upon the client's individual needs.

2. Requirements for Special Placement Tier 2

- a. Special Placement Tier 2 shall build upon the previous tier and shall cover the client's offending, relationships and sexual history. This tier shall help clients learn behaviors to live a healthy, balanced lifestyle free from offending behavior.
- b. In Special Placement Tier 2 the following tasks and targets shall be accomplished:
 - i. Clients shall be able to detail his sexual history without cognitive distortions/thinking errors.
 - ii. The client shall take responsibility for his sexual offenses; and
 - iii. Clients shall show no deception indicated on the sexual history polygraph prior to advancing to Special Placement Tier 3.
- c. During this tier, treatment hours shall consist of:
 - i. Six (6) hours of sex offender group treatment per week. The six (6) hours may consist of four (4) group sessions that are ninety (90) minutes in length each, three (3) group sessions that are two (2) hours in length each, or two (2) group sessions that are three (3) hours in length each; and
 - ii. One (1) hour of individual therapy per month, or more frequently as approved by TCCO depending upon the client's individual needs.

3. Requirements for Special Placement Tier 3

- a. This tier builds upon the previous tiers to assist the client in developing and maintain healthy relationships.
- b. During this tier, clients shall work on being empathic and living an emotionally healthy lifestyle.
- c. During this tier, treatment hours shall consist of:
 - i. Six (6) hours of sex offender group treatment per week. The six (6) hours may consist of four (4) group sessions that are ninety (90) minutes in length each, three (3) group sessions that are two (2) hours in length each, or two (2) group sessions that are three (3) hours in length each; and
 - ii. One (1) hour of individual therapy per month, or more frequently as approved by TCCO depending upon the client's individual needs.

4. Requirements for Special Placement Tier 4

- a. Advancement to Special Placement Tier 4 requires TCCO management approval.
- b. Special Placement Tier 4 prepares clients to live independently in Tier 5. During this Tier, clients receive support and guidance with reinforcement and supporting the new skills they have learned in treatment.
- d. During this tier, treatment hours shall consist of:
 - i. Six (6) hours of sex offender group treatment per week. The six (6) hours may consist of four (4) group sessions that are ninety (90) minutes in length each, three (3) group sessions that are two (2) hours in length each, or two (2) group sessions that are three (3) hours in length each; and
 - ii. One (1) hour of individual therapy per month, or more frequently as approved by TCCO depending upon the client's individual needs.

5. Requirements for Tier 5

- a. Advancement to Tier 5 requires TCCO management approval.
- b. Tier 5 consists of on-going sex offender treatment that assists the client in living independently and successfully in the community.
- c. Clients are expected to be in good standing with civil commitment and treatment by the time they advance to this tier. This tier shall assist clients with stressful situations that arise from living and working in the community.
- d. During this tier, treatment hours shall consist of:
 - i. Clients releasing from the Texas Civil Commitment Center shall initially attend a minimum of three (3) hours of sex offender group treatment per week.
 - ii. Upon TCCO management approval, clients in Tier 5 may attend additional hours as determined necessary by the Contractor.
 - iii. As clients advance through Tier 5, the frequency of group treatment sessions may be lessened with the approval of TCCO management.
 - iv. All Tier 5 clients shall attend one (1) hour of individual therapy per month, or more frequently as approved by TCCO depending upon the client's needs.

6. Program Design Requirements for all Tiers

- a. Sex offender treatment shall be cognitive behavioral to include using the Good Lives Model and Risk Needs and Responsivity which includes psychoeducational groups.
 - b. Treatment concepts shall include self-control behaviors, thoughts, emotions, deviant arousal, fantasies management, addressing cognitive distortions and thinking errors.
 - c. Each tier shall build upon the previous tiers and give credit to previous work done by the client. Tasks and goals shall be clearly identified at the beginning of each tier and on-going as needed.
 - d. With the approval of TCCO management, concepts specific to Special Placement Tiers 2, 3, 4, and Tier 5 may be included in earlier tiers as determined necessary for a particular client by Contractor.
 - e. The Contractor shall utilize the treatment workbooks and materials as approved by the TCCO and implement the techniques as specified in CSOT rules to include, but not limited to:
 - i. Arousal or impulse control;
 - ii. Cognitive Behavioral Treatment;
 - iii. Sex offense sequence/re-offense prevention;
 - iv. Victim empathy;
 - v. Bio-medical approaches;
 - vi. Co-morbid diagnoses;
 - vii. Couples/family therapy;
 - viii. Increase social competence;
 - ix. Chaperones;
 - x. Improving primary relationships;
 - xi. Support systems;
 - xii. Adjunct therapies;
 - xiii. Assessment of progress in treatment; and
 - xiv. Aftercare planning and treatment.
 - f. Clients may progress to the next tier once they have completed the tasks, have demonstrated the appropriate internalization of the concepts and have demonstrated the ability to consistently apply the concepts in their daily life. Client movement between programming tiers shall be conducted in accordance with TCCO policy.
 - g. Additional group or individual sessions identified as necessary by the Contractor may be submitted for approved by TCCO management. The Contractor shall detail the rationale for additional treatment sessions when submitting a written request for TCCO approval.
 - h. Contractor shall work with developmentally delayed clients or subcontract for the provision of treatment services to developmentally delayed clients.
- 7. Initial Referral, Assessment, and Treatment Planning Requirements for All Tiers**
- a. TCCO shall refer clients for sex offender treatment services to the Contractor in accordance with TCCO policy. A comprehensive assessment should include a clinical interview, a physiological assessment using collateral information, a format test and a risk assessment.

- b. The Contractor shall accept all TCCO referrals. Should a Treatment Contractor have a just cause for rejecting a referral, the Contractor shall submit a written request to designated TCCO management for review and consideration. The referral rejection request shall note the client's name, the assigned case manager, the client's scheduled release date and the referral treatment tier. The referral rejection request shall also include the Treatment Provider's recommendation or plan on how the client will receive the required sex offender treatment, to include the viability of the Contractor subcontracting with other Treatment Providers in the area. Referral rejection requests must be received by designated TCCO management no later than three (3) business days of the date and time the referral is received.
- c. The Contractor shall provide the case manager, prior to the client's release, an appointment time that is within seven (7) days of the client's release date.
- d. The Contractor shall contact the previous treatment provider when clients are releasing from the Texas Civil Commitment Center or being transferred from another Treatment Provider and participate in continuity of care case staffings.
- e. The Contractor shall review and/or utilize the documents as listed below to facilitate the completion of comprehensive sex offender treatment services:
 - i. Offense reports;
 - ii. Copies of available social and criminal history documentation of the client;
 - iii. Client's order of civil commitment;
 - iv. Pre-civil commitment examination;
 - v. Past biennial examinations;
 - vi. Risk Assessment - Static 99 or Static 99R, whichever applies;
 - vii. Contractor intake assessment and progress reports;
 - viii. Plethysmograph (PPG) and polygraph examination reports;
 - ix. Case manager reports, to include any program violation reports;
 - x. The Offense Summary Worksheet and the Sexual History Questionnaire, if applicable; and
 - xi. Any other documents or information deemed pertinent to the treatment of the client.
- f. In instances where TCCO has requested completion of an initial standardized assessment, the Contractor shall complete the assessment and submit the report to the TCCO within sixty (60) days of a client's initial assessment utilizing the Assessment Report form. The assessment report shall be in a summary format addressing at a minimum the following:
 - i. Reason for referral;
 - ii. Assessment methods;
 - iii. Background information;
 - iv. Test results; and
 - v. Conclusions and recommendations.
- g. In instances where TCCO has not requested an initial assessment, the Contractor shall complete an update assessment and report, using the format noted in 7(f), to determine the client's needs within 60 days of initial appointment.
- h. Client Needs Profile: During the initial interview with the client, the Contractor shall complete the Client Needs Profile, reference Appendix D or using a structured interview approved by TCCO. Respondents who elect to use their own structured interview template shall include a copy with their open enrollment application.
- i. Physiological Assessment. If, based upon review of file material, there is no report of a penile plethysmograph assessment conducted within the last twenty-four (24)

months, the Contractor shall conduct or arrange for the client to undergo a penile plethysmograph assessment.

- j. Contractors shall review as much of the following file material information as is available including but not limited to: Police report of the instant offense, victim(s) statement, existing psychological reports, arrest records, and child welfare reports.
- k. Formal Tests. Contractor shall review file material and determine whether clients have been tested during an initial assessment or updated assessment in the following categories within the last twenty-four (24) months. If such tests have not been completed within the last twenty-four (24) months by a clinical examiner or previous treatment provider, they shall be conducted as part of Contractor's initial assessment and treatment planning for the client.
 - i. Personality testing/mental illness;
 - ii. Intellectual functioning;
 - iii. Substance abuse;
 - iv. Sexual deviance;
 - v. Risk assessment such as Static 99R or 2002, Hare Psychopathy Checklist-Revised, Stable/Acute 2007, or Level of Service Inventory Revised.
- l. The Contractor shall complete and submit a written treatment plan for each client within sixty (60) days of client's initial appointment. The plan shall be documented in the case management database and the client's file using a treatment plan approved by the TCCO. After contract execution, respondents shall provide their treatment plan template to TCCO for approval. The plan shall be completed and updated in accordance with requirements outlined in TCCO policy.

8. Sex Offender Treatment Requirements for All Tiers

- a. Contractor must conduct sex offender treatment services at a location approved by TCCO.
- b. The Contractor shall utilize weekly homework assignments and supplemental materials.
- c. The Contractor shall utilize group, individual treatment sessions and family treatment sessions in accordance with TCCO policy. The Contractor shall conduct treatment sessions in the duration and frequency consistent with the client's treatment tier.
- d. The Contractor shall collaborate with client's assigned case manager and prepare client for polygraph testing in accordance with TCCO policy.
 - i. The client's assigned case manager and designated central office TCCO staff will coordinate scheduling of the following polygraph exams:
 - A. Instant Offense Examination–Polygraph regarding the client's sexual offense(s). This exam is typically administered to clients that are in denial of their offenses;
 - B. Sexual History Disclosure Examination which covers the client's lifetime sexual history prior to the most current sexual offense or release from incarceration;
 - C. Maintenance or monitoring examinations which cover the time frame from the most current sexual offense, release from incarceration, or since the last polygraph to the present time.

- ii. Prior to the polygraph examination, the assigned Case Manager, the Contractor and the polygraph examiner shall discuss and jointly agree as to the questions that will be asked of the client.
 - iii. The Contractor shall complete a polygraph agreement with the client in accordance with TCCO policy.
- e. The Contractor shall utilize the plethysmograph to evaluate the client's deviant sexual arousal and the effectiveness of interventions, in accordance with TCCO policy. In the event Contractor is not able to conduct plethysmograph testing, the Contractor shall subcontract for this service. TCCO shall approve the subcontractor(s) prior to provision of services.
- f. The Contractor shall assist clients with the development and updates of high-risk and safety plans for clients that will address compliance and re-offense prevention strategies prior to high-risk times (i.e., holidays such as Christmas, Halloween, etc.) and when clients are preparing to transition to a less restrictive residential plan. Contractor shall review all high-risk and safety plans and approve them once completed satisfactorily.
- g. The Contractor shall make available six (6) family/social support sessions per year for each client for whom family/social support has been approved. Family members or individuals identified as part of the client's social support system must be approved by TCCO and must be willing to participate in treatment. Additional family/social support sessions require TCCO approval. Family/social support sessions shall be invoiced at a rate consistent with an individual treatment session.
- h. The Contractor shall provide or Subcontract for the provision of chaperone training for approved family members and other approved contacts to serve as chaperones in accordance with TCCO policy, reference Appendix H. Chaperone training shall be a minimum of six hours in length. Clients or the prospective chaperones are responsible for payment for the chaperone training.
- i. Contractor shall update each client's treatment plan every six (6) months, or more frequently if necessary, and document any necessary changes to the treatment plan.
- j. The Contractor shall notify the client's assigned case manager immediately if a client:
 - i. Fails to attend the initial or any subsequent treatment session;
 - ii. Displays disruptive behavior or behavior indicating behavioral health issues;
 - iii. Manifests signs of reoffending; or
 - iv. Is non-compliant with treatment.
- k. The Contractor shall monitor clients for signs of problems and possible risk of re-offending, document said signs or problems, address them accordingly with the client and immediately relate to client's assigned case manager and facility staff (if applicable).
- l. Contractor shall immediately report public safety concerns to TCCO.
- m. The Contractor shall maintain monthly contact with individuals involved in the client's case including but not limited to, case manager, polygraph examiners, parole officers, supervised living staff, TCCO administration and other professionals as needed.
- n. Contractor shall participate in monthly treatment team case staffings.
- o. Contractor shall evaluate client's progress in treatment on a monthly basis.

- p. Contractor shall advance client through the program utilizing criteria specified in TCCO policy.
- q. The Contractor shall testify in court and administrative hearings as needed and shall respond immediately to all subpoenas.
- r. The Contractor shall complete a biennial treatment summary report for submission to court and in accordance with TCCO policy.
- s. The Contractor shall provide treatment program compliance information to clinical examiners as needed.

9. Cancellation and Waiver of Sessions for All Tiers

- a. If a session is cancelled or rescheduled, the Contractor shall notify the TCCO Case Manager as soon as possible but no later than four (4) hours before the start of the scheduled session.
- b. The Contractor may cancel and reschedule or waive sessions as follows:
 - i. Sessions may be cancelled and rescheduled due to illness of Contractor or immediately family;
 - ii. Sessions may be waived due to Contractor's vacation, a maximum of four weeks per year. Vacation schedules shall be coordinated with designated TCCO staff;
 - iii. Sessions that fall on designated State or National Holidays shall be waived;
 - iv. Sessions may be cancelled and rescheduled or waive on up to five days per calendar year due to attendance at professional trainings, seminars or workshops in order to maintain or enhance professional licensure, CSOT license, or to enhance skills in sex offender treatment. Contractor shall schedule training accordingly to ensure minimal disruption of services. This waiver does not include post-graduate education that may interfere with a regular service schedule.
- c. Contractor shall obtain approval from TCCO Case Manager prior to cancelling, rescheduling or waiving attendance of any treatment sessions.
- d. The Contractor shall not invoice TCCO for cancelled or waived sessions.

10. Required Documentation for All Tiers

- a. Contractor shall maintain attendance rosters for all service sessions, which at a minimum shall include: the date, the time and duration, topic discussed, signature of Contractor and the client's printed name and signature reflecting attendance.
- b. Contractor shall enter treatment notes of all treatment sessions and contacts in TCCO's case management database and the client's file within two (2) working days of the session.
- c. Contractor shall document all contacts with the case manager and other professionals involved in the client's case in TCCO's case management database and the client's file within two (2) working days of the contact.
- d. Contractor shall document monthly treatment team staffings in the TCCO case management database and the client's file within two (2) working days of the staffing.
- e. Contractor shall complete and maintain a copy of all program required forms in accordance with TCCO Policy.
- f. The Contractor shall complete a monthly report of the client's progress in treatment by the 10th calendar day of the month in accordance with TCCO policy using the

Monthly Treatment Progress Report, reference Appendix I or a TCCO-approved progress report.

- g. Contractor shall scan all completed forms into the case management database within two (2) working days of completion.
- h. The Contractor shall submit the TCCO invoice monthly via the case management database to the case manager and TCCO. Billing invoice is due by the fifth (5th) working day of each month for services rendered the previous month.

E. Security of Records and Disclosure of Information

1. The Contractor and all staff providing services under the contract meet sufficient standards of integrity to ensure that:
 - a. The confidentiality of client records is not compromised.
 - b. Unauthorized access to client records is not allowed and no information is disclosed to any third party without written authorization from the TCCO.
2. 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 who have access to or custody of records sign a statement containing the confidentiality requirements of this Contract.
3. The Contractor shall notify the TCCO immediately upon receipt of any legal process requiring disclosure of client 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.
4. 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.
 - a. The Contractor shall provide the TCCO General Counsel with a copy via e-mail of any subpoena served within one (1) working day of receipt.
 - b. Affidavits and/or Contractor court appearances shall be coordinated with the TCCO.
 - c. 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 and Texas Government Code 2254.

B. Program Requirements

Treatment Providers 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 Treatment Provider's civil rights policies and procedures. Treatment Providers must notify

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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 Treatment Provider'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.

C. 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 Treatment Provider's performance of services. The Contractor shall furnish, and shall require Subcontractor 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 Treatment Provider, including without limitation, all financial books and records, maintenance records, employee records, and offender records generated by the Contractor and its Subcontractor 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 Treatment Provider, 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 Treatment Provider, then such item may be declared to be an Event of Default.

D. 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 Fifteen Thousand Dollars (\$15,000) per state fiscal year (September through August). TCCO does not guarantee any minimum number of sex offender treatment services assignments or amount of compensation under this Contract.

Reimbursable Expenses

In the event TCCO requires Contractor to travel within or outside of their base county to provide treatment, attend mandatory training or provide testimony, TCCO shall reimburse Treatment Providers 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.

Payments and Invoices for Sex Offender Treatment 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 on a monthly basis. 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, date, type of service, and the amount billed for the service. All invoices shall be sent to:

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

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
4616 West Howard Lane
Building 2, Suite 350
Austin, Texas 78728

VI. PROCUREMENT AND ADMINISTRATIVE REQUIREMENTS

A. OE Point of Contact

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

Michelle R. Bias
TCCO Special Projects Coordinator
Phone: 512-341-4421
Email address: michelle.bias@tcco.texas.gov

All comments and questions must be directed to the above-named point of contact. Contact with other employees of the State of Texas with regard to this Solicitation may result in Respondent's disqualification from further consideration under this and other Solicitations. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this OE.

Amendments:

HHSC will post all official communication regarding this enrollment on the HHS Open Enrollment Opportunities web page located at <https://apps.hhs.texas.gov/pcs/openenrollment.cfm>. TCCO reserves the right to revise the enrollment at any time, with the assistance of HHSC. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addendum issued by the State on the Open Enrollment Opportunities web page.

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B. Submission

It is the Applicant's responsibility to appropriately mark and deliver the application and related materials in response to this Enrollment by the response due date.

Do **NOT** submit both an e-mailed application and a mailed application.

Applications submitted via fax will **not** be accepted.

Electronic Submission

The preferred method of application submission is electronically via email to:

pcsbids@hhsc.state.tx.us

Applicant must submit all required documents as scanned versions (.pdf) by the due date and time listed in the Procurement Schedule in Section 1.3 of this open enrollment.

Applicants must ensure there are no encryptions on the email that will prevent HHSC from opening the documents.

Alternate Submission by regular mail or delivery service

Regular mail or delivery service submission may be used to submit the completed Application, supporting documentation, and attachments. Submit one (1) original set of the application and required forms. Documents must be placed in a package, identified with Open Enrollment Number HHS0000026 and mailed or delivered to the address listed below. It is the Applicant's responsibility to appropriately mark and deliver the application and related materials in response to this Open Enrollment.

Health and Human Services Commission
ATTN: Response Coordinator
Enrollment Number HHS0000026
Procurement and Contracting Services Building
1100 W 49th Street
Mail Code 2020
Austin, TX 78756

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 Contractor 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 Open Enrollment Opportunities web page located at <https://apps.hhs.texas.gov/pcs/openenrollment.cfm>.

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 Treatment Provider. The TCCO will accept or reject each proposed exception. The TCCO reserves the right to adjust the funding allocation to Treatment Providers 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 Treatment Provider. The Contractor shall be responsible for the management of the Subcontractor 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.

The remainder of this page is intentionally left blank.

VII. APPLICATION INSTRUCTIONS AND CRITERIA FOR ACCEPTANCE

The following application documents are required:

- FORM A: Application Face Page
- FORM B: Open Enrollment Application Checklist
- FORM C: Additional Treatment Providers
- 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
- FORM I: Resume

Contractor must submit all documents required in this Texas Sex Offender Contractor 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 Treatment Provider's eligibility to provide services.

Application Preparation and Assembly:

Submit an electronic version of the application and required documents 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. Treatment Providers 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 Treatment Provider.

FORM A: Face Page

Texas Civil Commitment Office
 Sex Offender Treatment Services
 Open Enrollment Application OE#HHS0000026

CONTRACTOR INFORMATION	
1) LEGALNAME:	
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):	
<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other Subdivision <input type="checkbox"/> State Agency <input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Nonprofit Organization* <input type="checkbox"/> For Profit Organization* <input type="checkbox"/> HUB Certified <input type="checkbox"/> Community-Based Organization <input type="checkbox"/> Minority Organization <input type="checkbox"/> Faith-based Organization
<input type="checkbox"/> Individual <input type="checkbox"/> FQHC <input type="checkbox"/> State Controlled Institution of Higher Learning <input type="checkbox"/> Hospital <input type="checkbox"/> Private <input type="checkbox"/> Other (specify): _____	<input type="checkbox"/> Political <input type="checkbox"/>
*If incorporated, provide 10-digit charter number assigned by Secretary of State:	
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 Contractor 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 Contractor and I (the person signing below) am authorized to represent the Treatment Provider.

9) AUTHORIZED REPRESENTATIVE

Name:
Title:
Phone
:
Fax:
E-
mail:

10) SIGNATURE OF AUTHORIZED REPRESENTATIVE

11) DATE

GENERAL INSTRUCTIONS FOR THE FACE PAGE

This form provides basic information about the Contractor 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 Treatment Provider's response are truthful and that the Contractor 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 Treatment Provider's enrollment application.

- 1) **LEGAL NAME** - Enter the legal name of the Treatment Provider.
- 2) **MAILING ADDRESS INFORMATION** - Enter the Treatment Provider'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 Contractor to receive payment for services rendered by Contractor 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 Treatment Provider. 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 Contractor can serve.

*****NOTE: Effective 5/5/2017, applications are no longer being accepted for the following counties:**

**Fort Bend
Galveston
Harris
Montgomery
Waller**

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- 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 Treatment Provider. 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 Contractor must sign in this blank.
- 11) **DATE** - Enter the date the authorized representative signed this form.

Enrollment for Sex Offender Treatment Services
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FORM B: Open Enrollment Application Checklist

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

Each Enrollment Application Must Contain the Following Completed Items:

Document	Check (√), if included
FORM A: TCCO Application Face Page – Signature Required	
FORM B: Open Enrollment Application Checklist	
FORM C: Additional Treatment Providers	
FORM D: Vendor Information Form – Signature Required	
FORM E: Copy of the current primary medical or mental health license and CSOT license.	
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 Treatment Providers

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

Legal Name of Treatment
Provider: _____

This form provides information about the appropriate contacts in the Treatment Provider'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.

Treatment Provider: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Areas Covered: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
E-mail: _____	_____
Treatment Provider: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Areas Covered: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
E-mail: _____	_____
Treatment Provider: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Areas Covered: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____
E-mail: _____	_____
Treatment Provider: _____	Mailing Address (incl. street, city, county, state, & zip): _____
Areas Covered: _____	_____
Phone: _____ Ext. _____	_____
Fax: _____	_____

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E-mail:	_____	_____
Treatment Provider:	_____	Mailing Address (incl. street, city, county, state, & zip):
Areas Covered:	_____	_____
Phone:	_____ Ext.	_____
Fax:	_____	_____
E-mail:	_____	_____

*Copies of Texas Sex Offender Treatment License, and documentation of recognition by respective licensing board must be included for all Contractors.
Add additional pages if necessary.

FORM D: Vendor Information Form

Texas Civil Commitment Office
Sex Offender
Treatment Services
Open Enrollment Application
OE#HHS0000026

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 "Treatment Provider" 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 Treatment Provider'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 letter in box): <input type="checkbox"/> Is your entity certified as a HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No A. City or County (Governmental Entity) B. State Agency C. State Institution of Higher Learning D. Other Political Subdivision E. Texas Non-profit Corporation * F. Texas For Profit Corporation * G. Professional Association*

<p>H. Regular Association</p> <p>I. Sole Proprietor</p> <p>J. Individual</p> <p>K. Partnership**</p> <p>L. Limited Partnership</p> <p>M. Out-of-State Corporation</p> <p>N. Other***</p> <p>*Please provide 10-digit charter or file number assigned by the Secretary of State: _____</p> <p>** Please provide the name and SSN or <u>FEIN</u> of each partner: _____</p> <p>***If "Other", specify. _____</p>	
<p>3a. Legal name of person or entity authorized to contract with the Texas Civil Commitment Office</p>	
<p>3b. Typed Name & Title of Person Authorized to Sign Contracts:</p>	<p>3b. Telephone</p>
<p>3c. Typed Name & Title of Contact Person (Contract Documents and Correspondence)</p>	<p>3c. Telephone</p>
<p>3d. Contact Person's E-mail Address</p>	
<p>4a. Signature of person Authorized to Sign Contracts :</p>	<p>4b. Date</p>

Enrollment for Sex Offender Treatment Services
Enrollment Number: HHS0000026

Form E: Texas Sex Offender Treatment License

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

Contract must use this space to attach a copy of primary medical or mental health license and CSOT license.

*Copies of Texas primary medical or mental health license and CSOT license must be included for all Treatment Providers. Add additional pages if necessary.

Form F: Pricing

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

Service Type	*Price
Assessment/Updated Assessment	\$495.00 per assessment
Group Session (60 minutes)	\$23.33 per session
Group Session (90 minutes)	\$35.00 per session
Group Session (180 minutes)	\$70.00 per session
Individual/Family Session	\$70.00 per hour
Staffings	\$50.00 per hour
Court Appearance/Testimony requested by the State	\$50.00 per hour
Affidavit	\$50.00 per affidavit
Plethysmograph (PPG) – Basic	\$335.00 per PPG
Plethysmograph (PPG) – Rape Segment Administered	\$395.00 per PPG

*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>

Enrollment for Sex Offender Treatment Services
Enrollment Number: HHS0000026

Form G: Child Safety Zone Certification

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

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.

Enrollment for Sex Offender Treatment Services
Enrollment Number: HHS0000026

FORM H: Professional Malpractice Insurance Policy or Errors and Omissions Insurance
Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

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

Enrollment for Sex Offender Treatment Services
Enrollment Number: HHS0000026

FORM I: Resume

Texas Civil Commitment Office
Sex Offender Treatment Services
Open Enrollment Application OE#HHS0000026

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 Treatment Provider'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. Subcontract Providers.** Contractor shall comply, and shall require its Subcontractors 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 Treatment Provider;

- 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 Contractor 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 Treatment Provider'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 HHSC 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 TCCO Policy and state records retention schedules 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, Treatment Provider, and any of Treatment Provider's affiliate or subsidiary organizations or Subcontractor 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 TCCO or HHSC official or employee in connection with this Contract.
- M. Program Site.** All Treatment Providers 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 Treatment Provider.** Contractor is an independent Treatment Provider. Contractor shall direct and be responsible for the performance of its employees, Subcontracts, 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 Treatment Provider, 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 Treatment Provider, its agents, Subcontracts, 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, Treatment Providers, 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 Treatment Provider'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 Treatment Provider'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 Subcontractor 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 Treatment Provider'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 Treatment Provider. If the Treatment Provider'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 Treatment Provider'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.

Enrollment for Sex Offender Treatment Services
Enrollment Number: HHS0000026

APPENDIX B: Texas Civil Commitment Office Terms and Conditions



TCCO Terms &
Conditions.docx



PCS 111 Terms and
Conditions DUA Requ