

TEXAS CIVIL COMMITMENT OFFICE



This contract, number TPE-19-0002, is entered into by and between the Texas Civil Commitment Office (TCCO) ("the Office"), an agency of the State of Texas, and Wodkins and Reed Counseling Services, LLC ("Contractor"), a For Profit Organization, (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 #HHS0001710, Third Party Evaluations for Civilly Committed Sex Offenders in the Texas State Hospital System.

2. **Total Amount of the Contract.** The total contract amount shall not exceed \$13,200 for the term of the contract, and the payment method shall be as specified in the Open Enrollment Solicitation.

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

4. **Term of the Contract.** This Contract begins on the date of execution through August 31, 2023. 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.

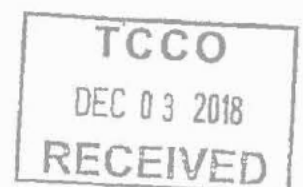
5. **Termination.** This Contract may be terminated by mutual written agreement of both Parties. Either Party may terminate this Contract by giving the other Party thirty (30) days written notice of its intent to terminate. Written notice may be sent by any method which provides verification of receipt 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 #HHS0001710, Third Party Evaluations for Civilly Committed Sex Offenders in the Texas State Hospital System, including Forms A through F and all appendices; 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.

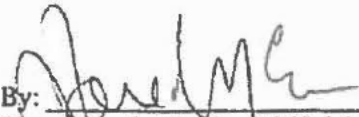
9. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Wodkins and Reed Counseling Services, LLC
11230 West Avenue, Suite #1105
San Antonio, Texas 78213-1359
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 of authorized Official
12/10/18
Date

Marsha McLane
Executive Director
Texas Civil Commitment Office
4616 West Howard Lane
Building 2, Suite 350
Austin, Texas 78728

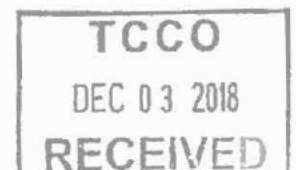
Telephone: 512-341-4421

Email: marsha.mclane@tcco.texas.gov

Wodkins and Reed Counseling Services, LLC
Michael J. Wodkins, Vice President

By: 
Signature
11/30/2018
Date

MICHAEL J. WODKINS
Print Name and Title
11230 West Ave, Suite #1105
Address
SAN ANTONIO, TEXAS 78213
City, State, Zip
210-340-1810
Telephone
michaelwodkins@reedwain.com
E-mail Address



FORM A: FACE PAGE

Texas Civil Commitment Office
Third Party Evaluation Open Enrollment # HHS0001710

APPLICANT INFORMATION	
1) LEGAL NAME: Wodkins and Reed Counseling Services, LLC	
2) MAILING Address Information (Include mailing address, street, city, county, state and 9-digit zip code): Wodkins and Reed Counseling Services, LLC 11230 West Avenue, Suite #1105, San Antonio, Bexar, Texas 78213-1359	
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) [REDACTED] or if an individual, Social Security Number (9-digit) : [REDACTED] DUNS Number (9-digit) required if receiving federal funds: [REDACTED] <small>*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.</small>	
5) TYPE OF ENTITY (check all that apply):	
<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*
<input type="checkbox"/> County	<input checked="" type="checkbox"/> For Profit Organization*
<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified
<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization
<input type="checkbox"/> Indian Tribe	<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): _____
<small>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</small>	
6) List all counties number of SVP clients Contractor can serve	
7) Willing to travel: <input checked="" type="checkbox"/> yes or <input type="checkbox"/> no	
7) PROJECT CONTACT PERSON	
Name: Michael J. Wodkins Phone: 210-340-1810 Fax: E-mail: michaelwodkins@hotmail.com	
8) AUTHORIZED REPRESENTATIVE	9) SIGNATURE OF AUTHORIZED REPRESENTATIVE
Name: Michael J. Wodkins Title: Vice President Phone: 210-340-1810 Fax: E-mail: michaelwodkins@hotmail.com	<i>Michael J. Wodkins</i>
	10) DATE 11/15/2018

TCCO
NOV 16 2018
RECEIVED

GENERAL INSTRUCTIONS FOR THE FACE PAGE

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

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

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

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

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

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



10) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the applicant must sign in this blank.

11) **DATE** - Enter the date the authorized representative signed this form.

FORM B: OPEN ENROLLMENT APPLICATION CHECKLIST

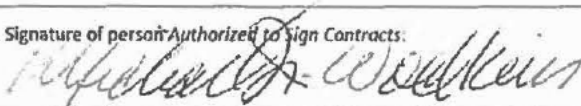
Texas Civil Commitment Office
Third Party Evaluations Open Enrollment

Each Enrollment Application Must Contain the Following Completed Items:

Document	Check (✓), if included
FORM A: TCCO Face Page – Signature Required	✓
FORM B: Open Enrollment Application Checklist	✓
FORM C: Vendor Information Form – Signature Required	✓
FORM D: Copy of the current Sex Offender Treatment Provider License; Licensed Sex Offender Treatment Provider – Supervisor (LSOTP-S) or Licensed Sex Offender Treatment Provider (LSOTP): Documentation reflecting certification by the Council on Sex Offender Treatment	✓
FORM E: Pricing	✓
FORM F: Copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance	✓
FORM G: Resume(s)	✓
APPENDIX C: Data Use Agreement	✓

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FORM C: VENDOR INFORMATION FORM

1a. Legal name of Other Party (OP) as it appears on documentation from IRS, Comptroller, or Secretary of State. This is the name that will appear on the contract document either as "Contractor" or by name. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney. Wodkins and Reed Counseling Services, LLC	
1b. OP Address (Include Street and Mailing Addresses, City, County, State and Zip Code): 11230 West Avenue, Suite #1105, San Antonio, Bexar, Texas 78213-1359	
1c. PAYEE Name and Mailing Address (as it should appear on financial instruments and remittances): Wodkins and Reed Counseling Services, LLC	
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). [REDACTED]	
NOTE: *The contractor acknowledges, understands and agrees that the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests..	
1e. Mail code, if known (3 digits):	
2. TYPE OF ENTITY (enter appropriate letter in box): F <input type="checkbox"/> s your entity certified as a HUB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No A. City or County (Governmental Entity) E. Texas Non-profit Corporation * I. Sole Proprietor M. Out-of-State Corp B. State Agency F. Texas For Profit Corporation * J. Individual N. Other *** C. State Institution of Higher Learning G. Professional Association * K. Partnership** D. Other Political Subdivision H. Regular Association L. Limited Partnership**	
*Please provide 10-digit charter or file number assigned by the Secretary of State: [REDACTED]	
** Please provide the name and SSN or FEIN of each partner. _____	
***If "Other", specify: _____	
3a. Legal name of person or entity authorized to contract with Department of State Health Services. Michael J. Wodkins	
3b. Typed Name & Title of Person Authorized to Sign Contracts: Michael J. Wodkins, Vice President	3b. Telephone 210-340-1810
3c. Typed Name & Title of Contact Person (Contract Documents and Correspondence) Michael J. Wodkins, Vice President	3c. Telephone 210-340-1810
3d. Contact Person's E-mail Address michaelwodkins@hotmail.com	
4a. Signature of person Authorized to Sign Contracts: 	4b. Date 11/20/2018

**FORM D: COPY OF THE CURRENT SEX OFFENDER TREATMENT PROVIDER
LICENSE; LICENSED SEX OFFENDER TREATMENT PROVIDER –
SUPERVISOR (LSOTP-S) OR LICENSED SEX OFFENDER TREATMENT
PROVIDER (LSOTP)**

Applicant must use this space to attach a copy of a current Sex Offender Treatment Provider License; Licensed Sex Offender Treatment Provider – Supervisor (LSOTP-S) or Licensed Sex Offender Treatment Provider (LSOTP). Documentation reflecting certification by the Council on Sex Offender Treatment.

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License Number: 97477 **Current Date: 11/20/2018 10:05 AM**

Name: WODKINS, MICHAEL

License Type: Licensed Sex Offender Treatment Provider

License Status: Current

Expiry Date: 09/30/2020

Effective Rank Date: 04/17/2000

Modifier(s): Supervisor

Addresses		
Mailing Address	Address	SAN ANTONIO , TX BEXAR 78213 US
Work Address	Address	SELF EMPLOYED SAN ANTONIO , TX BEXAR 78213 US
Main Address	Address	SAN ANTONIO , TX BEXAR 78213 US



License Number: 13851	Current Date: 11/20/2018 10:05 AM
Name:	WODKINS, MICHAEL JOSEPH
License Type:	Licensed Professional Counselor
License Status:	Current, Active
Expiry Date:	03/31/2020
Effective Rank Date:	02/13/1997
Modifier(s):	Approved Supervisor

Addresses		
Mailing Address	Address	SAN ANTONIO , TX BEXAR 78250 US
Main Address	Address	SAN ANTONIO , TX BEXAR 78250 US
Work Address	Address	SELF-EMPLOYED 11230 WEST AVE., #1105 SAN ANTONIO , TX COKE 78213 US



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor - Supervisor
Michael Joseph Wodkins, M.A.

License Number 13851

Control Number 351458

Expires 3/31/2020

Michael Joseph Wodkins
Cardholder Signature

Steve Chipman, M.S., LPC
Presiding Officer



Council on Sex Offender Treatment

certifies that the entity identified below is a

Licensed Sex Offender Treatment Provider - Supervisor
Michael J. Wodkins

License Number 97477

Control Number 103370

Expires 9/30/2020

Michael J. Wodkins
Cardholder Signature

Aaron Pence, PhD
Presiding Officer

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License Number: 99108 *Current Date: 11/20/2018 10:07 AM*
Name: REED, DEBRA K
License Type: Licensed Sex Offender Treatment Provider
License Status: Current
Expiry Date: 09/30/2020
Effective Rank Date: 12/06/2007

Addresses

Mailing Address	Address	SAN ANTONIO , TX BEXAR 78213 US
Work Address	Address	MICHAEL J. WODKINS, M.A., LPC SAN ANTONIO , TX 78213 US



License Number:	62126	Current Date:	11/29/2018 02:40 PM
Name:	REED, DEBRA K		
License Type:	Licensed Professional Counselor		
License Status:	Current, Active		
Expiry Date:	11/30/2020		
Effective Rank Date:	11/16/2007		

Addresses			
Mailing Address	Address		
		SAN ANTONIO , TX	
		BEXAR	
		78213	
		US	
Work Address	Address		
		DEBRA REED	
		11230 WEST AVENUE #1105	
		SAN ANTONIO , TX	
		BEXAR	
		78213	
		US	



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor
Debra K. Reed, M.A.

License Number 62126

Control Number 324917

Expires 11/30/2018

Cardholder Signature

Presiding Officer



Council on Sex Offender Treatment

certifies that the entity identified below is a

Licensed Sex Offender Treatment Provider
Debra K. Reed, M.A.

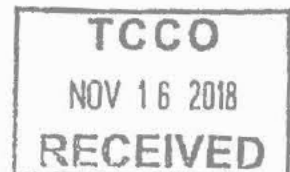
License Number 99108

Control Number 103266

Expires 9/30/2020

Cardholder Signature

Presiding Officer



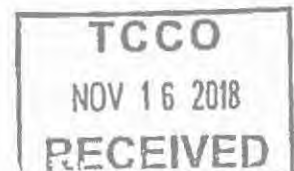
FORM E: PRICING

Texas Civil Commitment Office
Third Party Evaluation Services
Open Enrollment Application

Service Type	*Price
Report with Client Evaluation	\$3,500.00 per report
Report without Client Evaluation	\$3,150.00 per report

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

Travel Rates based on State Travel rates at:
<https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>



MICHAEL J. WODKINS
11230 West Avenue, Suite #1105
San Antonio, Texas 78213
Telephone 210-340-1810

EXPERIENCE: Over forty seven years experience in the Criminal Justice field combined with over twenty-three years experience in Counseling and Sex Offender Evaluation and Treatment.

EDUCATION: Master of Arts, Counseling and Guidance, 1988
University of Texas
San Antonio, Texas

Bachelor of Arts, Psychology, 1984
University of Texas
San Antonio, Texas

CREDENTIALS: Licensed Professional Counselor - Supervisor
Texas State License # 13851

Clinically Certified Forensic Counselor
American College of Forensic Counselors
Certificate #F17937

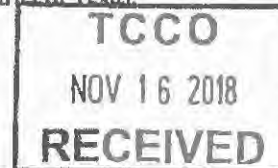
Fellow of the American Psychotherapy Association
Identification Number 000936

Licensed Sex Offender Treatment Provider - Supervisor
State of Texas, License #97477

PRESENT POSITION

Wodkins and Reed Counseling Services, LLC
Private Practice
11230 West Ave., Suite #1105
San Antonio, Texas 78213
1999 - Present

Licensed Professional Counselor in Private Practice; Sex Offender Treatment Provider under contract with Department of Adult Probation, Bexar County, Texas; Texas Department of Criminal Justice, Parole Division; Treatment Provider for Sexually Violent Predator-Civil Commitment Program – Office of Violent Sex Offender Management, State of Texas; Forensic and Sex Offender Evaluation and Assessments for select local attorneys; Forensic Sex Offender Assessments for United States District Court for the Western District of Texas.



EMPLOYMENT HISTORY

**Pegasus Schools, Inc.
Clinical Director
Lockhart, Texas**

1999 - 2001

Responsible for program services delivery to an adolescent male population in a program dedicated to adolescent sex offenders, under contract with several Departments of Probation throughout the State of Texas.

Areas of Responsibility include:

- Conducting psychoeducational classes in the areas of Emotions Management and Offense Dynamics
- Individual, Group, and Family Therapy
- Developing and maintaining a Behavior Management Program
- Maintaining relationships with program referral sources
- Assisting Executive Director with staff supervision
- Conducting training classes for staff members in program components
- Hiring, Supervision and Training of Resident Therapists
- Maintenance of Clinical budget

**Wackenhut Corrections Corporation
Facility Administrator
Juvenile Justice Center
Jena, Louisiana**

1998 - 1999

Jena

Responsible for establishing the facility, establishing goals and objectives for the facility during start up operations, and performing the functions of the Chief Administrator for a 276 bed corrections unit for adolescent males under contract with the Louisiana Department of Corrections.

Areas of responsibility include:

- Planning and providing leadership to the overall administration, security, and programs of the facility
- Developing and maintaining close working relationships with State Correctional Agencies and their representatives
- Initiating, approving, revising, interpreting, and enforcing policies and directives to promote effective administration
- Formulating long range plans and establishing schedules to meet facility objectives
- Directing the activities of all facility activities, assigning duties, and delegating authority to accomplish facility goals
- Monitoring compliance with established facility methods and seeking improvement in all areas of facility operation
- Analyzing proposals, financial statements, records, statistical reports, budget estimates, and justifications for expenditures
- Remaining knowledgeable of statutory requirements and legal decisions which may affect administrative decisions



Wackenhut Corrections Corporation
Treatment Director/Assistant Facility Administrator
Coke County Juvenile Justice Center
Bronte, Texas

1996 - 1998

Responsible for development and oversight of treatment programs for a 104 bed corrections unit for adolescent females under contract with the Texas Youth Commission.

Areas of responsibility included:

Individual, group, and family therapy

Supervision and training of facility staff in program components

Hiring, supervision, and training of specialized program personnel

Development and evaluation of unit program elements

Coordination of program requirements with client contract

Development and supervision of facility program schedule

Oversight of facility contract personnel

Development and oversight of facility program budget

Assist Facility Administrator in supervision of facility operations

Development, writing and coordination of Requests for Proposals at Corporate level

Counselor (*part time*)
WACKENHUT CORRECTIONS CORPORATION
San Antonio, Texas

1995 - 1996

Responsible for writing and implementing a social skills and counseling program with emphasis on communication, conflict resolution, and problem solving. Areas of responsibility included: individual and group counseling for pre-adjudicated juvenile offenders; monitoring overall counseling program on the juvenile unit; crisis intervention with youth experiencing serious environmental concerns; case management and maintenance of secure juvenile files.

Therapist/Case Manager
LAUREL RIDGE HOSPITAL
San Antonio, Texas

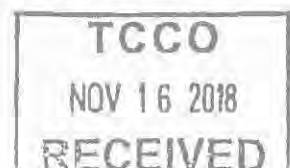
1995 - 1996

Responsible for psychotherapy and interventions with adolescent males on a unit dedicated to Texas Youth Commission clients. Areas of responsibility included: development and implementation of individual treatment plans; counseling, family therapy, and case management; supervision and training of unit personnel; coordination between hospital and client services; member of unit treatment team.

Shift Commander
CITY OF ALAMO HEIGHTS POLICE DEPARTMENT
San Antonio, Texas

1981 - 1995

Responsible for shift supervision within a municipal law enforcement agency. Areas of responsibility included: crisis intervention specialist in family disturbance and juvenile incidents; hostage negotiator in hostage, barricaded



subject, and suicide incidents; supervision of shift personnel; field training officer.

Program Manager
BOWLING GREEN NEURODEVELOPMENTAL CENTER
San Antonio, Texas

1990 - 1991

Responsible for implementing treatment program for adolescent psychiatric and chemically dependent patients. Areas of responsibility included: supervision of 50 hospital personnel operating on a twenty-four hour basis; department scheduling, training, budget, and payroll; group counselor for social/living skills groups.

Adolescent/Family Counselor
DAHLMAN AND ASSOCIATES
San Antonio, Texas

1989 - 1995

Provided counseling services to adolescents and their families. Areas of responsibility included: case management; co-therapist in marriage counseling situations; individual and family therapy with adolescent clients.

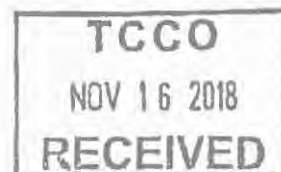
Vocational Counselor
DR BETTY LOU SCHROEDER
San Antonio, Texas

1984 - 1986

Assisted private psychologist's adolescent clients in obtaining employment. Group counselor for adolescent therapy group.

NCOIC Domestic Affairs Reaction Team
US ARMY, Military Police
Honorably Discharged

1973 - 1981



Debra Reed

11230 West Avenue #1105, San Antonio, Texas 78213

(210) 344-4475

- Education** 2004-2005 University of Texas, San Antonio, Texas
Master of Arts, Counseling
- 1985-1990 University of Texas, San Antonio, Texas
Masters in Public Administration, Organizational Administration
- 1981- 1985 University of Texas, San Antonio, Texas
Bachelor of Arts, Criminal Justice
- Licenses** Licensed Professional Counselor - 2006
Licensed Sex Offender Treatment Provider – 2007
American Psychotherapy Association Diplomate - 2012
- Certifications** International Criminal Justice Addictions Professional - 2008
Forensic Addiction Correctional Treatment Certification 2000-2005
Child Care Administrators License 1996-2004
Texas Certified Juvenile Probation Officer 1987-1990
- Experience** 2001 – Currently **Wodkins & Reed Counseling Services, LLC**
Licensed Professional Counselor in Private Practice
- Provide Sex Offender Evaluation and Treatment to offenders under contract with the Bexar County Community Corrections and Supervision Department
 - Provide Sex Offender Evaluation and Treatment to Civilly Committed Sex Offenders in the Outpatient Sexually Violent Predator Treatment Program under contract with the State of Texas
 - Conduct sex offender evaluations for U.S. District Court Western District of Texas Probation Office
 - Provided substance abuse educational programs as required for offenders by the State of Texas
- 2001 – 2006 **Alamo Community College District**
Instructor, Criminal Justice Department
- Taught college level classes in criminal justice at San Antonio College and Northwest Vista College.
- 2000-2001 **CiviGenies, Inc. Western Region**
Program Director, Substance Abuse In-Prison Treatment
- Hired, trained and supervised counselors administering a substance abuse treatment program inside correctional facilities in California and Arizona.



1998-2000 Wackenhut Corrections Corp. Palm Beach, FL.

Director, Start Up Operations

- Oversaw operational start up in new residential facilities.
- Trained new employees in facility operations.
- Wrote and implemented policies and procedures in accordance with contractual, various agency and corporate requirements.
- Established procedures to ensure smooth transition and corporate compliance.
- Remained within strict budget constraints.
- Monitored facility operations after start up.

1995-1998 Wackenhut Corrections Corp. Bronte, TX.

Facility Administrator/Director, Coke County Juvenile Justice Center

- Chief Administrator privately operated residential program for adjudicated females.
- Achieved ACA and NCCHC accreditation.
- Analyzed proposals, financial statements, statistical reports, budget estimates, and justifications for facility expenditures.
- Formulated long-range goals and established schedules to meet facility objectives, contract and corporate requirements.
- Monitored compliance with established facility methods and sought improvement in all areas of facility operations.
- Remained knowledgeable of statutory requirements and legal decisions that affected administrative decisions.

1990-1995 Wackenhut Corrections Corp. San Antonio, TX.

Assistant Facility Administrator/Support Services

- Oversaw all business related operations within a 500-bed facility.
- Responsible for development and maintenance of six (6) million dollar budget.
- Oversaw operation of 24-bed stand-alone juvenile detention unit.
- Responsible for all human resource functions.

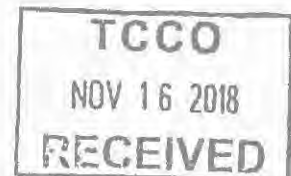
1985-1990 Bexar County Juvenile Detention Center San Antonio, TX.

Shift Supervisor

- Responsible for supervision and training of detention personnel.
- Implemented department policies and procedures to ensure safety of detainees.

References

Available upon request.



9. APPENDICES

The remainder of this page is intentionally left blank.



**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ ("CONTRACTOR")**

This Data Use Agreement ("DUA"), effective as of the Base Contract ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency _____ ("HHS") and _____ ("CONTRACTOR"), and incorporated into the terms of HHS Contract No. _____ in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3) This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

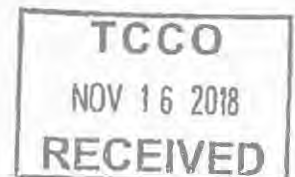
ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA,
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.



Texas Civil Commitment Office
**THIRD PARTY EVALUATIONS FOR
CIVILLY COMMITTED SEX OFFENDERS IN THE TEXAS STATE
HOSPITAL SYSTEM**
Open Enrollment Number: *HHS0001710*

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"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obiligations of CONTRACTOR*

CONTRACTOR agrees that:

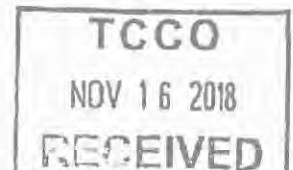
(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. 45 CFR 164.502(b)(1); 45 CFR 164.514(d)

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. 45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. 45 C.F.R. 164.308(a)(1)(v)(C); 164.530(a); 164.410(b); 164.530(b)(1)

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate



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relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. 45 CFR 164.504(e)(2)(ii)(A)

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract 45 CFR 164.502(d)(2)(i) and (ii). CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. 45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment I, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and 45 CFR 164.502(e)(1)(i)(ii); 164.504(e)(1)(i) and (2)

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. 45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA, or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. 45 CFR 164.524 and 164.504(e)(2)(ii)(E)

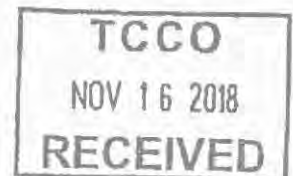
(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. 45 CFR 164.504(e)(2)(ii)(E) and (F)

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. 45 CFR 164.504(e)(2)(ii)(G) and 164.528

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. 45 CFR 164.504(e)(2)

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. 45 CFR 164.308; 164.530(e); 1 TAC 202

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and



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administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: 45 CFR 164.504(e)(2)(1)(A)

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

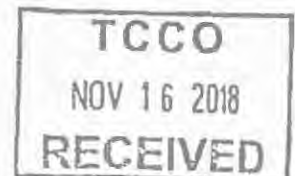
(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. 45 CFR 164.504(e)(4)(ii)(B)

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. 45 CFR 164.504(e)(2)(ii)(B)

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. 45 CFR 164.504(e)(2)(iii)(J)

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. 45 CFR 164.306; 164.530(e)

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. 45 CFR 164.306



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(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. 45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official 45 CFR 164.530(a)(1) and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. 45 CFR 164.308(a)(2)

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. 45 CFR 164.502; 164.514(d)

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. 45 CFR 164.308; 164.316; 164.514(d); 164.530(d)(1)

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. 45 CFR 164.308; 164.514(d)

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. 45 CFR 164.504(e)(2)(i)(I)

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance



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investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. 45 CFR 164.312; 164.530(d)

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

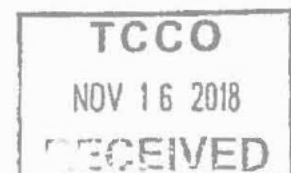
(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). 45 CFR 164.404

(C) Breach Notice:

1. Initial Notice.

2. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after



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Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. 45 CFR 164.410

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: For (a) - (m) below: 45 CFR 164.400-414

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

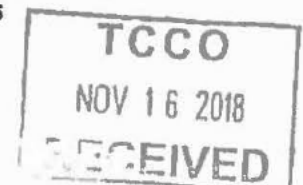
h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as



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otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

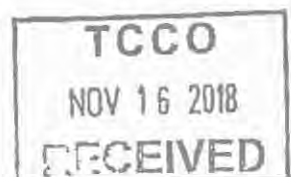
(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.



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ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 Ownership of Confidential Information

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 Term; Termination of DUA; Survival

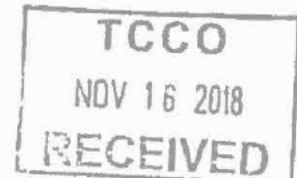
This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) IF HHS determines that CONTRACTOR has violated a material term of this DUA, HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.



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Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

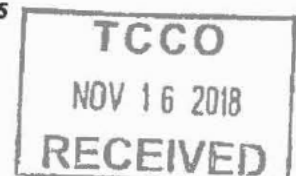
(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 Indemnification

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party



HHS Contract No. _____

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 Fees and Costs

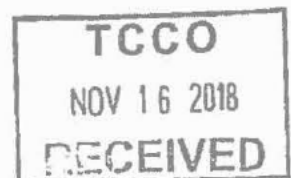
Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.



HHS Contract No _____

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: Michael J. Workins
NAME: MICHAEL J. WORKINS
TITLE: Vice-President
DATE: November 15, 2018

BY: _____
NAME: _____
TITLE: _____
DATE: _____

