



Texas Civil Commitment Office

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TEXAS CIVIL COMMITMENT OFFICE AND
CORRECTIONS SOFTWARE SOLUTIONS, LP**

Contract IT-22-001

RFO HHS0009663

Term: 09/01/2021 – 08/31/2025

Renewals/extensions possible through 08/31/2029

The **Texas Civil Commitment Office (“TCCO”)**, a state agency within the executive branch of the State of Texas, and **Corrections Software Solutions, LP (“Contractor”)**, having its principal office at 316 N. Lamar, Austin, TX 78703, (each a “Party” and collectively the “Parties”) enter into this professional services agreement identified as Contract No. TCCO-22-001.

I. LEGAL AUTHORITY

The parties enter into this contract under the authority of Chapter 841 of the Texas Health and Safety Code, and Chapters 420A, 2155 and 2157 of the Texas Government Code.

II. SCOPE AND STATEMENT OF WORK

As a result of Request for Offers (RFO) No. HHS0009663 (the “Solicitation”), released on April 6, 2021, Contractor’s response to said RFO on May 5, 2021, and subsequent negotiations that occurred on June 10, 2021, the Parties hereby agree that Contractor will provide the TCCO with a Case Management Automated System (the “System”) that provides case management documentation and allows the storage of related documents necessary for the treatment and supervision of clients that have been civilly committed as sexually violent predators under Texas Health and Safety Code Chapter 841.

The Statement of Work to which Contractor is bound is incorporated into and made a part of this Contract for all purposes and is included as Attachment A. The language is unchanged from the Scope of Work included in the Solicitation.

The Solicitation, including all attachments and addenda, is incorporated into and made a part of this Contract for all purposes and included as Attachment E.

III. DURATION

The initial term of this contract is effective on September 1, 2021 and terminates on August 31, 2025, unless sooner terminated or renewed and extended. TCCO, at its sole discretion, may renew or extend this contract as described in the following section. However, in no event may the contract term, including all renewals and extensions, exceed 8 years.

IV. BUDGET AND OPTION TO EXTEND

- A.** The initial four-year term of this Contract shall not exceed **\$169,942.08**. The total amount of this Contract, including all extensions, shall not exceed **\$350,774.52**.
- B.** The parties may extend this contract for up to four (4) one (1) year terms as follows: September 1, 2025 through August 31, 2026, September 1, 2026 through August 31, 2027, September 1, 2027 through August 31, 2028, and September 1, 2028 through August 31, 2029.
- C.** If TCCO wishes to extend the term of the Contract, TCCO shall provide a preliminary written notice of its intent to extend the Contract at least ninety (90) days before the Contract expires.

TCCO shall provide final written notice to extend the Contract within thirty (30) days of Contract expiration.

- D.** Any extensions of the term of the Contract shall be priced according to the following agreed upon contract rates that reflect an increase of 2.5% for each extension:

Contract Period	Monthly Rate	Months	Cost
Initial term 09/01/2021 - 08/31/2025	\$3,540.46	48	\$169,942.08
First Extension 09/01/2025 - 08/31/2026	\$3,628.97	12	\$43,547.64
Second Extension 09/01/2026 - 08/31/2027	\$3,719.70	12	\$44,636.40
Third Extension 09/01/2027 - 08/31/2028	\$3,812.69	12	\$45,752.28
Fourth Extension 09/01/2028 - 08/31/2029	\$3,908.01	12	\$46,896.12
		Total Contract Cost:	\$350,774.52

- E.** By executing this Contract, Contractor agrees to the contracted rates and budget for the Contract term, including the initial term, and all renewals and extensions exercised. However, at TCCO’s sole discretion or by mutual agreement of the Parties as authorized under the Contract, the budget or contract amounts may be amended.
- F.** External factors may affect the Contract, including budgetary and resource constraints. This contract is subject to the availability of state and federal funds. As of the execution of this Contract, TCCO anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If however, funds are not available, TCCO reserves the right to terminate this contract without penalty.
- G.** Contractor understands that TCCO is not liable for any cost incurred by Contractor prior to issuance of or entering into this Contract. Costs of developing proposals, preparing for or participating in oral presentations and/or site visits, or any other similar expenses incurred by Contractor are entirely the responsibility of the Contractor and will not be reimbursed in any manner by the State of Texas.

V. PAYMENT AND PERFORMANCE STANDARDS

- A.** TCCO shall assess payment adjustments for failure to maintain acceptable compliance with performance standards as described in subsection B below. TCCO may temporarily suspend some or all of the payment adjustments identified in subsection B. Decisions to suspend payment adjustments will be made by the TCCO Executive Director.

- B.** The system shall be available to TCCO users 24 hours a day, 7 days a week, and 365 days a year. Downtime for scheduled maintenance is allowable as agreed by TCCO and Contractor. The system compliance standards are:
1. Acceptable quality level – 98% compliance.
 2. Unacceptable quality level – less than 98% compliance.
 3. Payment adjustment – a pro-rated adjustment shall be made for any day on which the system is unavailable to all TCCO user for more than 2% of the day.
- C.** Contractor must submit properly completed invoices and supporting documents that meet TCCO requirements and those set forth in the Texas Comptroller’s State of Texas Procurement and Contract Management Guide <https://comptroller.texas.gov/purchasing/docs/96-1809.pdf>). TCCO will remit payments in accordance with the [Texas Government Code Chapter 2251](#), also known as the "Prompt Payment Act."

Invoices must be submitted to TCCO monthly by the 5th of every month detailing the total amount due for that month. Payment will be made after services are rendered and accurate and complete invoices have been received.

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

The invoice must comply with *Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter F, Division 1, § 20.487*, Invoicing Standards. Monthly invoices must contain, at a minimum: the Contract number; Contractor name, address, telephone number, and email; invoice number, amount billed for services; and date of the services. All invoices shall be sent to:

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

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

- D.** TCCO may withhold payment of any charges that it disputes in good faith and may off-set amount the Contractor owes the TCCO as credits against charges payable to them under any resulting Contract awarded under this Solicitation.

VI. AMENDMENT

The parties may amend this Contract within the contract term by executing a written amendment.

VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.

TCCO Contract Representative

TCCO Executive Director or designee
Texas Civil Commitment Office
4616 West Howard Lane, Bldg 2, Suite 350
Austin, TX 78728
Marsha.McLane@TCCO.Texas.gov

Contractor Contract Representative

James Redus, President
Corrections Software Solutions, LP
316 N. Lamar
Austin, TX 78703
JRedus@correctionssoftware.com

VIII. NOTICE REQUIREMENTS

- A. All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the TCCO's Contract Representative identified above.
- B. Contractor shall send legal notices to TCCO at the address below and provide a copy to TCCO's Contract Representative:

Texas Civil Commitment Office
Attn: General Counsel
4616 West Howard Lane, Building 2, Suite 350
Austin, Texas 78728

- C. Notices given by TCCO to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by TCCO. Notices sent by mail shall be deemed delivered when deposited by the TCCO in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by TCCO with a common carrier, overnight, signature required.
- D. Notices given by Contractor to TCCO shall be deemed delivered when received by TCCO.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

IX. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract for all purposes.

Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity or inconsistency between or among any documents, all TCCO documents take precedence over Contractor's documents and the Data Use Agreement takes precedence over all other contract documents.

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – TEXAS CIVIL COMMITMENT OFFICE TERMS AND CONDITIONS

TCCO CONTRACT IT-22-001
ATTACHMENT A - STATEMENT OF WORK

The Statement of Work contained in this contract is unchanged from Scope of Work found in Article II of the Solicitation (RFO HHS0009663) released April 6, 2021. That Scope of Work includes the following:

2.1.3 SCOPE OF WORK

The Contractor will provide the following services and deliverables under the terms and conditions of this Scope of Work (**SOW**) and in compliance with HHSC and TCCO standards and guidelines, policies, and procedures

2.1.3.1 Overview

The Contractor shall, in accordance with the terms of the Contract, provide a web-based software application with a software suite for capture, storage, archiving, search, and retrieval of all forms of electronic data and documents. System data will include, but not be limited to the following types:

1. Case management documents;
2. Financial management documents;
3. Letters and legal documents;
4. Reports; and
5. Paperless office products to TCCO.

The System application will provide a profile for each SVP Client with multiple screens and reporting functions, as detailed below. For basic system requirements, see **Section 2.1.3.2**. Required system data fields, screens and reports are referenced in **Section 2.1.3.3**, **Section 2.1.3.4** and **Section 2.1.3.5**, respectively.

The resulting application also must be flexible to cater to special configurations or services requested or approved by TCCO. These include, but are not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services, as needed. These special configurations or services facilitate treatment and supervision of SVP Clients. TCCO is in frequent communication with law enforcement to assist in public safety in the supervision of SVP Clients. As such, the System must be available for use by multiple users 24 hours a day, 7 days a week, and 365 days a year. Additional system support requirements are in Section 2.1.3.5.

2.1.3.2 GENERAL SYSTEM REQUIREMENTS

Contractor must provide a System application that has, but is not limited to, the following capabilities. System must:

1. Accommodate the existing 78 GB of stored data, the existing 5 GB database, available storage capacity for data, information and documents to be added to existing cases on an ongoing basis and available increased storage capacity for 35 new SVP cases per year along with associated data, information and documentation;
2. Offer customized options for efficient reports on SVP clients to ensure public safety, plus financial and case management;
3. Create editable forms;
4. Upload scanned documents;
5. Compute statistical data in Microsoft Word, Microsoft Excel, and/or Adobe Portable Document Format (**PDF**);
6. Allow for view-only use of a client profile while that profile is in use by another user;
7. Create users, assign permission/access levels, and reset passwords;
8. Provide password protection;
9. Offer printing capabilities;
10. Be web-browser based;
11. Provide data and backup data capabilities;
12. Provide the ability to export data;
13. Offer administration features; and
14. It is preferred that the system also interfaces with an associated mobile application or is accessible from a mobile device.

2.1.3.3 REQUIRED SCREENS AND DATA FIELDS

The System shall include a header across all screens that lists the client's name, state identification (**SID**) number, assigned case manager/officer, current tier level/status, commitment cause number, and offense cause number. The screens within the system must be tailored to the needs for supervising civilly committed sexually violent predator clients. The System shall include the screens listed below for each client file. TCCO may request additional screens be added in the future to address changing needs in case management.

1. **Person Screen:** The person screen shall contain basic information regarding the client such as name, contact information, and employment information. The following data fields shall be included in the Person Screen:
 - a. Full name to include aliases;
 - b. Address to include state and county;
 - c. Facility of residence or type of residence;
 - d. Phone numbers to include residential phone, cell phone and employer phone numbers;

- e. Legal County of Residence (**LCOR**);
 - f. Court-assigned county;
 - g. Client collateral contacts or references to include the ability to make a separate entry for each collateral contact;
 - h. Client employment information; and
 - i. Client photos to include thumbnail photos and the ability to enlarge photos and scroll through uploaded photos.
2. **Demographic Screen:** The demographic screen shall contain basic demographic details regarding the client. The following data fields shall be included in the Demographic Screen:
- a. Sex;
 - b. Date of birth;
 - c. Hair color;
 - d. Eye color;
 - e. Height;
 - f. Weight;
 - g. Race;
 - h. Ethnicity;
 - i. Citizenship;
 - j. Place of Birth;
 - k. Education level to include highest education level achieved such as HS Diploma/GED/or college degree;
 - l. Highest grade completed;
 - m. Marital status;
 - n. Number of dependents;
 - o. Language spoken;
 - p. IQ;
 - q. Social security number;
 - r. FBI number;
 - s. Driver's license number, state of issuance and expiration date;
 - t. Other identification numbers;
 - u. Vehicle information to include make, model, year, color, tag number and state of issuance;
 - v. Scars, marks and tattoos to include the ability to make a separate entry for each scar, mark or tattoo; and
 - w. A personal history sub-screen which includes information regarding the client's mental health status, suicide attempts, physical disabilities, history of drug or alcohol abuse, history of juvenile offenses, actuarial scores, history of animal abuse, history of arson, and a comment box with the ability to enter additional comments.
3. **Offense Screen:** Each client file shall have one offense screen for each civil commitment qualifying offense. Each offense screen shall include the following data fields:
- a. Offense title, class and Department of Public Safety offense code;

- b. Sentence length;
 - c. Offense date;
 - d. Sentence date;
 - e. County and court of conviction;
 - f. Civil commitment date;
 - g. Civil commitment cause number;
 - h. Civil commitment court;
 - i. Commitment length;
 - j. Commitment county;
 - k. Termination date;
 - l. Termination reason;
 - m. Commitment expiration date;
 - n. Commitment extensions with the ability to make a separate entry for each commitment extension.
4. **Status Screen:** The status screen provides information regarding the client's treatment and supervision status. The Status Screen shall include the following data fields:
- a. Supervision Status/Tier Level and date;
 - b. Assigned officer/Case Manager and date;
 - c. Assigned treatment provider;
 - d. Current treatment phase;
 - e. Projected release date;
 - f. Parole discharge date;
 - g. In-prison treatment program attended;
 - h. Senate Bill 746 status;
 - i. Release dates with the ability to make a separate entry for each release from prison, county jail, state hospital, or state supported living center;
 - j. Contacts with the ability to make a separate entry for each home visit, field visit, or office visit; and
 - k. Incident/Warrants to include the ability to make a separate entry for each incident/warrant and track each incident/warrant through adjudication and sentencing.
5. **Sanctions Screen:** The Sanctions Screen contains information regarding client restrictions, facility assignment, testing and referrals. The Sanctions Screen shall include the ability to enter the following data fields:
- a. Drug Test and date, administered by, reason, test type, status, monitored by, drugs types tested, results, actions, comments;
 - b. Facility name and entry date, termination date, termination reason, comments;
 - c. Referrals and cause, type list, referral date, referral code, discharge date discharge code, incarceration length, probation type, comments;
 - d. Restrictions and violation date, violation list, restriction-imposed date, all restrictions lifted, restriction list, length, restriction to expire,

- discharge date, comments;
 - e. Test and date tested, type of test, test results, comments; and
 - f. View and from-to dates, for drug tests, facility, class, referrals, restrictions, polygraph.
6. **Summary Screen:** The summary screen shall aggregate each offense entered for the client and provide information regarding each of the client's offenses. For each conviction listed, the following information shall be provided:
- a. Cause;
 - b. Commitment Term;
 - c. Offense;
 - d. County of conviction;
 - e. Status;
 - f. Date of conviction; and
 - g. Date of termination for the offense.
7. **History Screen:** The history screen automatically aggregates information entered onto other screens to provide a snapshot or log of changes with a case, such as the following:
- a. Change to case manager (officer);
 - b. Change to physical address;
 - c. Change to facility;
 - d. Change to treatment provider;
 - e. Testing information;
 - f. Extension information;
 - g. Change in phone numbers; and
 - h. Change of driver's license.
8. **Sex Offender Registration Screen:** The sex offender registration screen provides information regarding the client's sex offender registration data. The sex offender registration screen shall include the following data fields:
- a. Date of birth (pre-populated information);
 - b. Whether the client is required to register;
 - c. Registered at;
 - d. Registration period;
 - e. Registration term;

- f. DNA test date;
 - g. Sex of victim;
 - h. Type of indecency;
 - i. Anal sodomy;
 - j. Type of weapon;
 - k. Last registration date;
 - l. Last update;
 - m. Original date;
 - n. Age of victim;
 - o. Number of victims;
 - p. Victim relation;
 - q. Drug/Alcohol use; and
 - r. Registration data, such as last date registered.
9. **Biennial Screen:** The biennial screen provides information regarding the client's last and upcoming biennial examination. The biennial screen shall include the following data fields:
- a. Doctor name;
 - b. Exam date;
 - c. Exam report due date;
 - d. Exam report received;
 - e. Sent to court;
 - f. Billing;
 - g. Date file dispersed;
 - h. Receiving officer;
 - i. Exam time to include AM/PM;
 - j. Exam location;
 - k. Comments;
 - l. Date of notice to treatment provider;
 - m. Treatment provider report due date;
 - n. Date treatment provider report was received;
 - o. Date of notice to case manager;
 - p. Case manager report due date; and
 - q. Date case manager report received.

10. **Notes Screen:** The note screen is a free-text screen that provides the ability to place Client notes into a screen that pops up when a user accesses a Client's file.
11. **Chronological Screen:** The chronological screen provides the ability for users to input new case notes on clients, users to input billing per case note, the ability to print case notes, edit case notes, and the ability to search case note. TCCO administrators shall be able to create chronological entry types as needed and to assign billing amounts and user types that may enter each chronological entry type. The System shall allow users to enter chronological entries at any time and edit an entry made by the user for a period of seven days. The entry shall log the date and time of each entry. Following the seven-day period, the System shall require administrator permissions to edit an entry. The entry screen for each new chronological note shall include the following data fields:
 - a. Date
 - b. Chrono note type drop down list;
 - c. Billing hours;
 - d. Billing minutes; and
 - e. Billing mileage.
12. **Right-Click Case Tracking Screens:** The System shall have a case tracking screen or menu available to a user who has been authorized for right click access. The right click menu shall include the following:
 - a. Treatment provider forms – library of fillable forms which have been created in the system for treatment provider users to utilize;
 - b. Case manager forms – library of fillable forms which have been created in the system for case manager users to utilize;
 - c. Audit forms – library of forms which have been created in the system for audit users to utilize;
 - d. Archived documents;
 - e. Link to access the scanned documents screen; and
 - f. Client Datasheet – the datasheet is a brief overview of the client's information, history, background and photo that can be provided to law enforcement in the event of an incident involving the client.
13. **Scanned Documents Screen:** The scanned documents screen shall be accessible through a link on the right-click screen. Users shall be able to view, import, and upload documents to the scanned documents screen. The scanned documents screen shall allow users to search the documents by document category, document description, date range or cause number. The

System shall allow TCCO to designate scanned document categories and descriptions and for a TCCO administrative user to add or inactivate categories and descriptions as needed. The scanned documents screen shall log the date of the document as entered by the user, the date the document was uploaded to the System, the user who uploaded the document and the date of any edits to the document as well as the user that made the edit.

2.1.3.4 REQUIRED REPORT CAPABILITIES

TCCO's System has customized reporting functions. These support all operations and ensure that SVP Clients are provided with appropriate and necessary supervision and treatment in order to protect the public. Contractor's System shall include the use of readily available and customizable reports. At a minimum, the following reports shall be included:

1. Case Management and Treatment Reports:
 - a. Listing of active case load;
 - b. Roster of clients;
 - c. Caseload statistics by case manager;
 - d. Listing of case load by case manager;
 - e. Listing of all incidents/warrants;
 - f. Report of biennial examinations due and/or completed;
 - g. Report showing all upcoming release dates;
 - h. Report showing release histories;
 - i. Report showing parole discharge dates;
 - j. Report of drug tests administered and results;
 - k. Statistical information report such as actuarial scores, ethnicity, or physical disability;
 - l. Report of client demographics;
 - m. Chronological entry report and the ability to download either a listing of chronological entries or copies of chronological entries by client type or date range;
 - n. Listing of cases by supervision level;
 - o. Listing of users;
 - p. User login history;
 - q. Listing of facilities and clients in each;
 - r. Listing of clients by Legal County of Residence;
 - s. A report of items appearing on the history screen;
 - t. A data dump report aggregating the data fields from each screen;

- u. A report of restrictions entered by staff;
 - v. A treatment summary report;
 - w. Listing of clients needing progress reports;
 - x. Listing of cases falling under Senate Bill 746;
 - y. Listing of clients due for a weekly contact;
 - z. A list of clients by age; and
 - aa. The ability to export scanned documents by client, date range, or category.
2. Billing Reports to include:
 - a. Reimbursement reports;
 - b. Invoices;
 - c. Billing reports; and
 - d. Modification Reports.
 3. Administrative Reports to include:
 - a. Billing reports for administrative use;
 - b. Facility headcount listing;
 - c. Listing of scanned documents;
 - d. Listing of cases placed for referral;
 - e. Address, city and phone inquiry;
 - f. New cases entered;
 - g. Listing of terminated cases; and
 - h. Case tracking monitoring logs.

Upon execution of a contract, TCCO will provide examples and detailed report requirements to the Contractor.

2.1.3.5 ADDITIONAL SYSTEM SUPPORT REQUIREMENTS

In addition to providing the basic System with the data fields, custom screens and reporting capabilities, the Contractor must provide the following support for the resulting application. This includes, but is not limited to, the following:

1. Volume licensing with unlimited access for TCCO users
2. Help Desk Support with the ability to create a ticket that must be available 24 hours a day, 7 days a week, and 365 days a year. This help desk support also includes web-based application support and System maintenance.
3. At least one active telephone number, email address, and mailing address during the term of this contract. The Contractor shall inform TCCO of

any contact information changes within two (2) business days.

4. Provision of server, if applicable;
5. Ability to customize applications including reports. Contractor must also be able to create new reports upon request of TCCO;
6. Ability to customize screens or create new screens upon request of TCCO;
7. Provision of System backup data;
8. Provision of a mobile application that interfaces with the System is preferred;

2.1.3.6 CONTRACTOR AGREEMENTS

1. Contractor shall agree all SVP Client data contained in the System remains the property of TCCO, and all existing data, including but not limited to data files, shall be returned to TCCO in an electronic or digital format of TCCO's sole choosing at the expiration date or upon earlier termination of Contract;
2. Contractor shall agree that TCCO data and data files shall only be used to render services per this Solicitation, and the terms and conditions of any Contract that may result based on this Solicitation;
3. Contractor must possess the ability to commence operations on Contract start date;
4. Accommodation of Electronic and Information Resources Accessibility Standards
 - a. Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Texas Administrative Code, Title 1, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
 - b. The Contractor shall provide TCCO with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act, as amended), or indicate the product/services accessibility information is available from the General Services Administration "Buy Accessible Products and Services" (<https://section508.gov/buy>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TCCO with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <https://www.section508.gov/sell/vpat>.

2.1.4 ROLES AND RESPONSIBILITIES

2.1.4.1 TCCO Responsibilities

TCCO will do the following for the Contractor:

1. Provide System application specific design documents, such as diagrams, functional specifications, or other applicable and available information or documentation relevant to the RFO response;
2. Schedule regular meetings / conference calls / webinars between the Contractor, and TCCO to discuss process effectiveness, challenges/barriers, and/or other issues;
3. Schedule ad hoc meetings / conference calls / webinars as necessary;
4. Provide clarifying input when the Contractor is unclear on TCCO deliverable specifications or needs additional guidance from TCCO to perform its duties under the Contract;
5. Work with Contractor to conduct User Acceptance Testing (UAT) in the Test environment and Verification Testing in the Production environment;
6. Schedule criminal background checks on all the Contractor employees who will be performing work on the Contract, if required by TCCO; and
7. Provide a primary Point of Contact (POC) as a day-to-day liaison and for the management of tasks.

2.1.4.2 CONTRACTOR RESPONSIBILITIES

The Contractor will do the following for TCCO:

1. Allow TCCO to conduct criminal background checks on all the Contractor's employees, and any subcontractor and its employees, who will be performing work under any Contract resulting from this Solicitation, if required by TCCO;
2. Comply with all applicable TCCO policies, practices, and standards and agreements that are incorporated into the final awarded Contract;
3. Comply with all state of Texas and TCCO auditing requirements, including the auditing of Contractor deliverables;
4. Ensure all software used by the Contractor in the provision of services is properly inventoried and licensed;
5. Ensure all Contractor information resources equipment and/or maintenance equipment connected to TCCO's network, with the intent of additional connections outside the TCCO network, are approved by TCCO;
6. Agree upon and follow all change control processes and procedures;
7. Report both verbally and in writing all security incidents directly to the TCCO senior system administrator;

8. Only use TCCO information as allowed per the terms of the attachments included in this Contract;
9. Provide the troubleshooting, technical advisement, labor, materials, project management, and/or tools to perform the services for any resulting Contract based upon this Solicitation;
10. Work with TCCO to conduct UAT and Verification Testing that will be developed as the TCCO upgraded System is created;
11. Provide a primary POC as the day-to-day liaison and for management of tasks;
12. Provide the TCCO POC a list of all Contractor employees, and any subcontractors and its employees, performing work on the project. This list must be updated or amended within two business days of any change;
13. Destroy or return to TCCO all TCCO information resources and provide written assurance of destruction upon termination of the Contract, or at the request of TCCO within ten business days;
14. Specify in writing how TCCO information resources will be protected by the Contractor when removed from TCCO premises, or via electronic transfer, please see **Exhibit D, Data Use Agreement (DUA)**;
15. Specify in writing the information resources to which the Contractor requires access, giving TCCO seven calendar days to respond;
16. Provide to TCCO a weekly written update on tasks accomplished and deliverables status using a project report specified and provided by TCCO;
17. Participate in regular conference calls initiated by TCCO to communicate progress;
18. Perform overall project management and resource planning to complete contract deliverables resulting from this Solicitation according to a mutually agreed upon timeline;
19. Notify TCCO of changes in CEO, CFO, key personnel, and subcontractors, in accordance with established TCCO standards, guidelines, policies, and procedures. Notwithstanding the proceeding sentence, the Contractor must notify and seek written approval by the TCCO of changes in program key personnel and subcontractors assigned to the Contract or any component thereunder within five business days.
20. Conduct quality processes and IT industry best practices to ensure the successful completion of SOW deliverables as set forth within this Solicitation or the Contract.
21. Should any of the deliverables cause bugs, malfunctions, or otherwise undesired issues in the TCCO System, address the problem within the timeframe set forth below based on the TCCO's assessment of severity level:
 - a. **Severity Level 1** – System Blocked, Privacy Compromised or Data Loss Incident. This includes a defect that causes an outage of

critical component that renders the System unusable or users unable to perform pending critical tasks, an instance in which confidentiality or privacy is compromised or customer data is lost. Response time is 30 mins; target resolution time is three hours.

- b. **Severity Level 2** - Critical. A component does not work and/or customer is unable to use it as described in the documentation. The issue affects a significant number of users and/or virtual environments. Response time is two hours; target resolution time is eight hours.
- c. **Severity Level 3** – Major. A stable solution or workaround is provided, and Contractor’s support team continues to investigate for the root cause. Functionality of some component is impaired but allows the users to continue to use the software. Response time is one business day; target resolution time is five business days.
- d. **Severity Level 4** – Minor. Minor cosmetic issues or general software/functionality usage questions. Enhancement requests or recommendations for future product improvement. Response time is three business days; target resolution time is by agreement.

22. Notify TCCO in writing of any changes (i.e. staffing, anticipated degree of effort, etc.) that could in any way affect the System, quality of deliverables, or other contractual obligations within five calendar days.

23. Submit deliverables to TCCO by the mutually agreed upon date.

24. Follow the requirements set out in **Exhibit G, Texas DIR Data Center Services Requirement.**

2.1.5 HARDWARE REQUIREMENTS

The System shall work with Microsoft Windows operating systems and be accessible to any internet-connected computer. Additionally, the System shall be accessible via a browser such as Google Chrome, Microsoft Edge, or Internet Explorer.

2.1.6 CHANGE MANAGEMENT PROCEDURES

TCCO or Contractor may, at any time, recognize the need to make changes in the scope of the project or deliverables requirements. The following change management procedures shall be utilized:

2.1.6.1 In the event there is a reason to change the Contract, TCCO will initiate the amendment.

2.1.6.2 All proposed changes must be coordinated within the assigned TCCO point of contact.

2.1.6.3 All approved changes must be deployed in conjunction with ongoing application development and maintenance activities with the goal of reducing impact to TCCO, as applicable.

- 2.1.6.4** While such changes are under review, the Contractor shall continue to perform under the SOW set forth within this Solicitation or as may be modified by the Contract, or any amendment thereto, so long as such continued performance does not cause the Contractor to incur a material cost or other undue hardship in relation to the Change Request.
- 2.1.6.5** If any such change causes a change in the cost or the deliverable due date required for the performance of any part of the work under the Contract, a mutually satisfactory adjustment may be made in the contract price, delivery schedule, or both and the Contract shall be modified in writing accordingly, which will require a contract amendment that will be signed by both parties.
- 2.1.6.6** The Contractor agrees to act in good faith regarding price and schedule terms, if required for any proposed change.
- 2.1.6.7** The provision for Change Requests does not include any corrections of deficiencies for any activities or deliverables for which the Contractor is responsible under the terms of the SOW and the Contract. Such corrections and the mutually accepted deliverables are the responsibility of the Contractor without charge to TCCO and any costs associated with the analysis to determine the source of a problem requiring corrections of deficiencies are the responsibility of the Contractor.

2.1.7 PAYMENT ADJUSTMENTS

TCCO shall assess payment adjustments for failure to maintain acceptable compliance with performance standards as described below and per **Exhibit J, Payment Adjustments**.

2.1.7.1 PAYMENT ADJUSTMENT DECISION

TCCO may temporarily suspend some or all of the payment adjustments identified below. Decisions to suspend payment adjustments will be made by the TCCO Executive Director.

2.1.8 PERFORMANCE MEASURES

See Section 2.1.8.1 below

2.1.8.1 COMPLIANCE STANDARD

The System shall be available to TCCO users 24 hours a day, 7 days a week, and 365 days a year. Downtime for scheduled maintenance is allowable as agreed upon by TCCO and Contractor. The Case Management Automated System compliance standards:

1. Acceptable quality level – 98% compliance.
2. Unacceptable quality level – less than 98% compliance.

3. Payment adjustment – a pro-rated payment adjustment shall be made for any day on which the Case Management Automated System is unavailable to all TCCO users for more than 2% of the day.

2.1.9 INVOICES AND PAYMENTS

Contractor must submit properly completed invoices and supporting documents that meet TCCO requirements and those set forth in the Texas Comptroller's State of Texas Procurement and Contract Management Guide (<https://comptroller.texas.gov/purchasing/docs/96-1809.pdf>). TCCO will remit payments in accordance with the [Texas Government Code Chapter 2251](#), also known as the "Prompt Payment Act."

Invoices must be submitted to TCCO monthly by the 5th of every month detailing the total amount due for that month. Payment will be made after services are rendered and accurate and complete invoices have been received.

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

The invoice must comply with *Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter F, Division 1, § 20.487*, Invoicing Standards. Monthly invoices must contain, at a minimum: the Contract number; Contractor name, address, telephone number, and email; invoice number, amount billed for services; and date of the services. All invoices shall be sent to:

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

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

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

2.1.9.1 INVOICE DISPUTES

TCCO may withhold payment of any charges that it disputes in good faith and may offset amount the Contractor owes the TCCO as credits against charges payable to them under any resulting Contract awarded under this Solicitation.

ATTACHMENT C – CONTRACT AFFIRMATIONS

ATTACHMENT D – DATA USE AGREEMENT

ATTACHMENT E – SOLICITATION (RFO No. HHS0009663), INCLUDING, BUT NOT LIMITED TO, ALL ADDENDA

ATTACHMENT F - CONTRACTOR’S SOLICITATION RESPONSE, DATED MAY 5, 2021, INCLUDING, BUT NOT LIMITED TO, ALL ADDENDA

ATTACHMENT G – CSS NONEXCLUSIVE LICENSE AGREEMENT

X. SIGNATURE

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to the Contract on behalf of their respective Party. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

TEXAS CIVIL COMMITMENT OFFICE

CONTRACTOR

SIGNATURE ON FILE

SIGNATURE ON FILE

Marsha McLane
Executive Director

James Redus
President

Date

Date