



TEXAS CIVIL COMMITMENT OFFICE

SPOT PURCHASE CONTRACT

This spot purchase contract (Contract), number SA-26-0001 is entered into by and between the Texas Civil Commitment Office (TCCO or Office), an agency of the State of Texas, and Lidia Dailey d/b/a Dailey Recovery Services (Contractor), an individual (collectively, the Parties).

1. **Purpose of the Contract.** The Office agrees to purchase, and Contractor agrees to provide, services and/or goods to the eligible populations as described in the Statement of Work section.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of the contract shall not exceed ten thousand dollars (\$10,000.00). The payment method shall be as specified below.
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 September 1, 2026 and ends on August 31, 2027. TCCO has the option, in its sole discretion, to renew the Contract as provided in this Contract. TCCO is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** TCCO enters into this Contract under the authority of Title 11, Health and Safety Code, Chapter 841 and Section 2155.132(e) of the Texas Government Code.
6. **Renewal.** This contract may be renewed or extended at the sole discretion of TCCO based upon the availability of funds.
7. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Exhibits, if applicable

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 through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

8. **Statement of Work.**
 - a. Contractor shall provide services in accordance with applicable federal and state law, including all constitutional, legal and court-ordered requirements whether now in effect or hereinafter implemented.
 - b. Contractor shall comply with TCCO policies, procedures and regulations during the term of the Contract.

- c. Contractor must conduct services at a location approved by TCCO.
- d. Contractor shall provide substance abuse screening/assessment, psychoeducation and treatment services to include individual and group sessions utilizing an evidence-based modality.
- e. TCCO shall refer clients for substance abuse services to the Contractor in accordance with TCCO policy.
- f. Contractor shall accept all referrals made by TCCO. Should Contractor have a just cause for rejecting a referral, the Contractor shall submit a written request to designated TCCO management for review and consideration. The referral rejection request shall note the client's name, the assigned case manager and the substance abuse treatment provider's recommendation or plan on how the client will receive the required substance abuse treatment. Referral rejection requests must be received by designated TCCO management no later than three (3) working days of the date and time the referral is received.
- g. Contractor shall schedule the substance abuse screening and assessment date upon receipt of a referral from TCCO.
- h. Contractor shall provide TCCO with the outcome of a screening/assessment within three (3) working days of completion as required by Texas Administrative Code Title 26, Part 1, Chapter 564. The Contractor shall use the following format in completion of a comprehensive substance abuse screening/assessment:
 - i. Client's name
 - ii. State identification (SID) number;
 - iii. Date of evaluation;
 - iv. Presenting problems resulting in the need for treatment;
 - v. Alcohol and other drug use;
 - vi. Psychiatric and chemical dependency treatment;
 - vii. Medical history and current health status;
 - viii. Relationship with family;
 - ix. Social and leisure activities;
 - x. Education and vocational training;
 - xi. Employment history;
 - xii. Legal problems;
 - xiii. Mental/emotional functioning;
 - xiv. Strengths and weaknesses; and
 - xv. A comprehensive diagnostic impression using the DSM Axes I, IV and V at a minimum.
- i. Contractor shall submit the initial substance abuse treatment plan to TCCO within five (5) working days of the assessment being completed. The initial treatment plan shall include:
 - i. Client's name;
 - ii. State Identification (SID) number; date of evaluation;
 - iii. Substance use behavior or treatment records, including any information obtained from treatment providers or collateral contacts;
 - iv. Treatment goals, objectives, and strategies;
 - v. Goals shall be based on the client's problems/needs, strengths, and preferences;
 - vi. Objectives shall be individualized, realistic, measurable, time specific, appropriate to the level of treatment and clearly stated in behavioral terms;
 - vii. Strategies shall describe the type and frequency of the specific services and interventions needed to help the client achieve the identified goals;
 - viii. Identify discharge criteria and include initial plans for discharge;
 - ix. Projected length of treatment;

- x. Signature of both client and counselor; and
 - xi. Evaluation on a regular basis and revised as needed to reflect the ongoing reassessment of the client's problems, needs and response to treatment.
- j. The Contractor shall conduct substance abuse treatment that ensures client access to a full continuum of care and sufficiency of treatment intensity to achieve treatment plan goals. The intensity and content of treatment shall be appropriate to the client's needs and consistent with generally accepted guidelines and standards of care designed for outpatient programs. Substance Abuse Treatment shall include individualized treatment planning based on a comprehensive assessment, educational and process groups and individual counseling.
- k. The Contractor shall complete a substance abuse treatment plan review during each individual session to evaluate and revise the treatment plan if needed and provide a copy to the designated TCCO staff within five (5) working days. The treatment plan review and progress report shall include:
 - i. An evaluation of the client's progress toward each treatment goal and objective;
 - ii. Revisions of the goals and objectives and justification if needed;
 - iii. Clear documentation of a decision including the rationale and the effective date if intensity of treatment changes; and
 - iv. Date and signature by the client and counselor.
- l. The Contractor shall notify the designated TCCO staff immediately upon conclusion of a session if Contractor notes client behaviors as listed below:
 - i. Fails to attend a screening/assessment or substance abuse treatment or education session;
 - ii. Displays disruptive behavior;
 - iii. Refuses to submit to an evaluation;
 - iv. Manifests signs of re-offending; or
 - v. Prompts concerns of Client or public safety or welfare.
- m. Contractor shall maintain compliance with the following documentation requirements:
 - i. Contractor shall maintain attendance rosters for all service sessions, which at a minimum shall include: the date, the time and duration, signature of Contractor and the client's printed name and signature reflecting attendance.
 - ii. Contractor shall enter treatment notes of all treatment sessions and contacts in TCCO's case management database and the client's file within five (5) working days of the session.
 - iii. Contractor shall document all contacts with the case manager and other professionals involved in the client's case in TCCO's case management database and the client's file within five (5) working days of the contact.
 - iv. Contractor shall scan all completed forms into the TCCO case management database within five (5) working days of completion.
 - v. The Contractor shall submit the TCCO invoice monthly to TCCO. Contractor's billing invoice is due by the tenth (10th) working day of each month for services rendered during the previous month.
- n. Contractor shall coordinate the date and time of the substance abuse treatment services with designated TCCO staff.
- o. The Contractor must accurately document time and travel as stated in the state travel policy.
- p. Licensed Chemical Dependency Counselors (LCDCs) assigned to provide services to clients under the Contract shall maintain a current professional license throughout the contract term.
- q. Contractor shall obey all municipal, county, state and federal laws.

- r. Contractor shall not accept, solicit, or give any gift, favor, or service that might reasonably tend to influence his or her duties or know that it is being offered with the intent to influence one's conduct.

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:

Name: Lidia Dailey d/b/a Dailey Recovery Services
Address: 2412 SW 8th Street
Amarillo, Texas 79120
Vendor ID: 263490905

10. **Payment Method.** Payment will be provided on a fee for service basis at the following rates. Contractor shall also be reimbursed for allowed travel expenses.

Service Type	Price
Substance Abuse Screening/Assessment	\$41.35 per assessment
Substance Abuse Treatment Group	\$18.00 (hourly rate) per client
Psychoeducation Group	\$17.00 (hourly rate) per client
Substance Abuse Individual Treatment Session	\$58.00 (hourly rate) per client

11. **Reimbursable Expenses.** Contractor may be required to travel outside of their base county to complete assigned substance abuse screenings/ assessments. TCCO shall compensate Contractors for authorized travel expenses, when traveling outside of their base county, at the state rates in effect at the time of travel and in accordance with the Texas Comptroller of Public Accounts guidelines at <https://fm.xcpa.state.tx.us/fmx/travel/index.php>. Reimbursements for travel shall be per trip and not per client receiving services.

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

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

Invoices must contain, at a minimum: the contract number, the Contractor name, address, telephone number, and email, the client's name, date, type of service, and the amount billed for the service. All invoices shall be sent to:

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

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

The Texas Civil Commitment Office
Mail Code 4300
4616 West Howard Lane
Building 2, Suite 350
Austin, Texas 78728

13. **Budget.**

Source of Funds:

The total amount of this Contract is unknown because the Contract will be used on an “as needed” basis but shall not exceed ten thousand dollars (\$10,000.00). Contractor is not guaranteed a minimum number of referrals.

14. **Confidentiality.** Contractor shall have a system in effect to protect client or patient records and all other documents deemed confidential by federal or state law, rules, and regulations that are maintained in connection with the activities funded under this Contract. These laws, rules, and regulations include but are not limited to 7 CFR 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Health and Safety Code, Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; Occupations Code, Chapters 56 and 59; and Health & Safety Code, Sec. 841.142 and 841.1462; and all applicable state rules. Contractor shall not disclose or transfer confidential client or patient information except in accordance with the Texas Medical Practice Act, Occupations Code, Chapter 159 and as allowed under HIPAA. Contractor shall cooperate with the TCCO to allow the TCCO to request, collect and receive protected health information (PHI) under this Contract, without the consent of the individual to whom the PHI relates.

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

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

TCCO reserves the right to limit or cancel access under this Contract should TCCO determine that it has insufficient capacity in its computer system to maintain current levels of transactions by the Contractor and/or that continued access by the Contractor is detrimental to the overall efficiency

and operation of TCCO's computer systems. Any such limitation or termination of services will be upon written notice to the Contractor by TCCO.

16. **Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, e-mail, etc.) and, as soon as practicable, must submit written notice with proof of receipt of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

17. **Interim Contracts.** The Parties agree that the Contract will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract under the following circumstances: (1) on or shortly prior to the expiration date of the Contract, there is a state of disaster declared by the Governor that affects the ability or resources of the TCCO contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract; and (2) TCCO makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. The TCCO shall notify Contractor promptly in writing if such a determination is made. The notice will specify whether the TCCO is extending the Contract for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Contract for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how the TCCO will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

18. **General Provisions.**

- a. **Contractor Status.** Contractor certifies by the execution of this Contract that it is not ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor further certifies that it has not been debarred from the receipt of an agency contract by any action taken by the State of Texas. A false statement regarding Contractor's status will be treated as a material breach of contract and may be grounds for termination.
- b. **Compliance with Statutes and Rules.** Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Contract unless amended, including but not limited to all child abuse reporting requirements in Chapter 261 of the Texas Family Code.
- c. **Breach of Contract Claim.** Any claims for breach of this Contract by Contractor that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by Subchapter B, to the Texas Civil Commitment Office. Compliance by Contractor with Subchapter

B is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C and department rules.

- d. **Reporting.** Contractor shall submit reports, if required, in accordance with the reporting requirements established by the TCCO.
- e. **Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.
- f. **Assurances.** As required by Texas Government Code §2252.903, Contractor certifies by the execution of this Contract that it is not prohibited from entering into a contract because of indebtedness to the state, including but not limited to, tax delinquency, student loan delinquency, or child support delinquency. If the Contractor is indebted to the state or becomes indebted to the state during the terms of this Contract, Contractor agrees that any payments under the Contract will be applied directly toward eliminating the debt until it is paid in full.

As required by Texas Family Code, §231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Contractor agrees to comply with these provisions, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

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

- g. **Acceptance as Payment in Full.** Contractor shall accept reimbursement or payment from the TCCO as payment in full for services or goods provided to clients. Contractor agrees to not seek additional reimbursement or payment for services or goods from clients.
- h. **Records Retention.** Contractor shall retain records in accordance with the TCCO Records Retention Schedule and any other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information. At a minimum Contractor shall retain and preserve all records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of the Contract.

- i. **Survival of Obligations.** The obligations of Contractor to retain records and maintain confidentiality of information shall survive this Contract.
- j. **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the TCCO or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Office of the Inspector General at HHSC (OIG) and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or services are performed and all records (including client and patient records, if any), books, papers or documents related to the Contract.
- k. **Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to a TCCO official or employee in connection with this Contract.
- l. **Program Site.** All Contractors shall ensure that the location where services are provided is in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.
- m. **Independent Contractor.** Contractor is an Independent Contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the TCCO or the State of Texas for any purpose whatsoever.
- n. **Licenses, Certifications, Permits, Registrations, and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registrations or approval shall constitute grounds for termination of this Contract or other remedies the TCCO deems appropriate. Contractor shall ensure that all its employees, staff and volunteers maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.
- o. **Insurance.** Contractor shall maintain professional malpractice and liability insurance in accordance with the current standards established by Contractor's professional licensing board. Contractor shall maintain the required insurance during the initial Contract term and any renewal or extension period exercised. Contractor shall be responsible for ensuring its subcontractors are in compliance with all applicable insurance and bond requirements. Contractor shall submit proof of insurance to TCCO upon contract execution and upon renewal of applicable insurance.
- p. **Criminal History Record Information (CHRI).** The parties hereto acknowledge and agree that in order for the Contractor to perform the services contemplated herein, the TCCO may have to provide the Contractor with or the Contractor may have access to, certain information regarding SVP clients and former SVP clients known as "criminal history record information" ("CHRI"). CHRI means information collected about a person by a

criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records.

In the event the TCCO provides the Contractor with CHRI, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20, Part 20, Subpart B, Section 201.21; Section 524(a) of the Omnibus Crime Control and Safe Streets Act, 47 USC 3701, et seq., as amended (the "Act"), Texas Government Code Chapter 411, Section 411.083 and with the FBI Criminal Justice Information Services Security Policy.

More specifically, Contractor agrees and acknowledges as follows:

- i. The TCCO hereby specifically authorizes the Contractor to have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the services contemplated herein.
 - ii. The Contractor agrees to limit the use of such information for the purposes set forth herein.
 - iii. The Contractor agrees to maintain the confidentiality and security of the CHRI in compliance with state and federal statutes, rules and regulations, and to return or destroy such information when it is no longer needed to perform the services contemplated herein.
 - iv. In the event that the Contractor's employee fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the TCCO. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for TCCO's approval the Contractor's corrective action plan to ensure full compliance with the terms hereof.
- q. **Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY TCCO OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT TCCO OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.
19. **Performance Measure** TCCO shall monitor and audit Contractor's performance under this Contract. The TCCO shall perform inspections in a manner that will not unduly interfere with the Contractor's performance of services. Contractor shall furnish and shall require subcontractors to furnish, at no increase in price, all reasonable assistance for the safe and convenient performance of these duties.
20. **Performance Standard** TCCO may assess payment or service adjustments for failure to maintain acceptable compliance with the following performance standards.

STANDARD	PAYMENT ADJUSTMENT
The Contractor shall provide the Initial Treatment Plan within 5 (five) working days of the assessment being rendered and the Treatment Plan Review Progress Reports to the designated TCCO staff within five (5) working days following each individual session.	Initial Treatment Plans received between the greater than five working days– 10% reduction in payment for the assessment per late report. Treatment Plan Review Progress Reports received after the 6th working day -10% reduction in the cost of the individual session. .
Contractor shall maintain a current Texas Licensed Substance Abuse Treatment Provider, Chemical Dependency Counselor License and or Qualified Credential Counselor and maintain recognition with the respective licensing board.	Cost of each substance abuse screening, assessment, psychoeducation or treatment service performed without a license or licensing board recognition and suspension of service until such license is renewed.
Each Contractor shall maintain professional malpractice insurance.	Cost of each substance abuse screening, assessment, psychoeducation or treatment service performed without insurance and suspension of service until such insurance is renewed.

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

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

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

21. **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.

EXECUTED ON THE DATES INDICATED:

CONTRACTOR NAME:

TEXAS CIVIL COMMITMENT OFFICE

SIGNATURE ON FILE

SIGNATURE ON FILE

BY _____

BY: _____
Marsha McLane, Executive Director

TITLE: Owner, Dailey Recovery Services

DATE _____

DATE:

LICENSE#: _____
(if applicable)

**PRINT OR TYPE NAME AND
ADDRESS OF CONTRACTOR:**

Lidia Dailey
d/b/a Dailey Recovery Services
2412 SW 8th Street
Amarillo, Texas 79120
(806) 803-9640
lidiadailey@att.net

FEDERAL TAX #: _____ **or CONTRACTOR I.D. #** _____
(Required) (Required)