



# **Texas Civil Commitment Office**

**Contract CCC-19-0001  
RFP HHS0004545**

**Term: 05/01/2019 – 08/31/2019**

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This Contract, number CCC-19-0001, is entered into by and between the Texas Civil Commitment Office (TCCO) and the Management & Training Corporation (Contractor) as a result of request for proposal (RFP) HHS0004545. TCCO and the Contractor are collectively referred to herein as the "Parties."

**I. Authority, Authorized Representative, and Signature**

**A. Authority**

The Parties enter into this Contract under the authority of Chapter 841 of the Texas Health and Safety Code.

**B. Authorized Representative**

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

TCCO	Contractor
TCCO Executive Director or Designee 4616 W. Howard Lane Building 2, Suite 350 Austin, TX 78728  Phone: (512) 341-4421 Fax: (512) 341-4645	Sergio Molina Senior Vice President, Business Development & Administration Management & Training Corporation 500 North Marketplace Drive Centerville, UT 84014 Phone: (801) 693-2804 Sergio.Molina@mtctrains.com


**C. Amendment**

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

**D. Signature**


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.

**Texas Civil Commitment Office**

  
 Marsha McLane  
 Executive Director

4-18-19  
 Date

**Contractor**

  
 Sergio Molina  
 Senior Vice President

4-17-19  
 Date

## **II. General Information**

### **A. Scope**

As a result of RFP HHS0004545, the parties agree that Contractor will provide a Civil Commitment Center (Center) located at 2600 South Sunset Avenue Littlefield, Texas 79339 to include but not limited to all necessary personnel, equipment, materials, supplies and services as identified in the Contract or its attachments and otherwise do all things necessary for, or incidental to, the location, operation, and management of a Center with associated programs for the treatment and monitoring of Sexually Violent Predator (SVP) Clients.

### **B. Background**

SVP Clients assigned have been civilly committed pursuant to Texas Health and Safety Code, Chapter 841, who have been found to be a repeat sexually violent offender and to suffer from a behavioral abnormality that makes the person likely to engage in a predatory act of sexual violence.

### **C. Contract Type and Term**

The contract is a short-term contract for the purpose of providing the necessary programs for the treatment and supervision of SVP Clients at the Center while: evaluating the Center's capacity, operations and conditions; developing a plan to accommodate increased capacity; and stabilizing Center staffing and operations. The contract period will be from May 1, 2019 to August 31, 2019.

### **D. Total Amount of the Contract**

The total funding for the Contract period May 1, 2019 to August 31, 2019 shall not exceed six million dollars (\$6,000,000).

### **E. Option to Extend Services**

1. TCCO may require continued performance of any services within the limits and at the rates specified in this Contract.
2. TCCO reserves the right to extend this contract for a one hundred twenty day (120) day period at the end of the initial Contract term and/or extension period for the purpose of re-advertising the service, awarding a new contract, and transitioning into a new contract.
3. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed two (2) six (6) month periods.
4. TCCO may exercise the option by written notice to the Contractor within the period specified in this Contract.

### **F. Contract Elements**

The term "contract" means the contract awarded. The Contract between the parties consists of this Contract and the following attachments which are incorporated into the contract:

1. Attachment A – Overview of the Sex Offender Treatment Program;
2. Attachment B – Reports Required from Contractor;
3. Attachment C – Monthly Position Vacancy Report;

4. Attachment D – Compliance Standards;
5. Attachment E – Final Cost Sheets;
6. Attachment F – Revenue Identification Form;
7. Attachment G – Staffing Plan; and
8. TCCO Uniform Terms and Conditions.

### **G. External Factors**

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.

### **H. Delegation of Authority**

State and federal laws generally limit TCCO's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

### **I. Conflicts of Interest**

A conflict of interest is a set of facts or circumstances in which Contractor or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in TCCO's determination, would actually or apparently conflict or interfere with the Contractor's contractual obligations to TCCO. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- Make it difficult or impossible to fulfill its contractual obligations to TCCO in a manner that is consistent with the best interests of the State of Texas;
- Impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to TCCO; or
- Provide the party with an unfair competitive advantage in future HHSC or TCCO procurements.

Neither Contractor nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement.

Contractor certifies that it does not have personal or business interests that present a conflict of interest with respect to this Contract. Additionally, Contractor has provided TCCO its Code of Ethics. Failure to identify potential conflicts of interest may result in TCCO's termination of the contract.

### **J. Former Employees of a State Agency**

Contractor shall comply with Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054 and 45 C.F.R. §74.43). Such "revolving door" provisions generally restrict former agency heads from communicating with or

appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

As a result of such laws and regulations, contractor certifies that it has complied with all applicable laws and regulations regarding former state employees. Furthermore, contractor must disclose any relevant past state employment of the contractor's or its subcontractors' employees and agents in the Contractor Information and Disclosure form.

#### **K. Costs Incurred**

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.

#### **L. Insurance**

Contractor shall maintain valid current insurance. Contractor shall provide copies of valid current insurance policies to TCCO prior to Service Commencement Date and upon renewal or replacement.

#### **M. Interpretive Conventions**

Whenever the terms "shall," "must," or "is required" are used in this Contract in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms "can," "may," or "should" are used in this Contract in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

### III. Definitions

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

**Absconders** - an SVP Client who leaves the Center without authorization or fails to return as required.

**Additional Services** - those additional services required to be furnished by the Contractor pursuant to changes in TCCO policies from those in effect as of the date of this Contract, which changes are not required by changes in laws, government regulations, or Court Orders generally applicable to TCCO, and which changes cause an increase in cost of operating and managing the Center.

**Base Salary** - the minimum salary, in the salary range, on the effective date of this Contract or as in effect at the time of renewal or extension thereof.

**Bed Book Check** - receiving a verbal response and positively identifying the SVP Client.

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

**Case Manager** - a person employed by or under contract with TCCO to perform duties related to the treatment and supervision of a person civilly committed pursuant to Title 11, Health and Safety Code, Chapter 841.

**CCTV** - a closed-circuit television is the use of video cameras to transmit a signal to a specific place, on a limited set of monitors.

**Center Capacity** - the maximum number of SVP Clients authorized by contract to be housed at the Center.

**Center-Generated Income** - all income generated at the Center. Sources include, but are not limited to: commissaries; telephones; vending machines; and aluminum can sales.

**Child Safety Zone** - the 1,000-foot buffer zone that must be maintained between sex offenders and any premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, or swimming pools. Any area within 1,000 feet of these types of premises is considered a Child Safety Zone unless TCCO modifies the distance requirement and gives written notice of this modification to the Respondent.

**Civil Commitment Center**- a confined treatment facility to provide housing, supervision and treatment to SVP Clients committed under Chapter 841 of the Texas Health and Safety Code.

**Client Census Report** - the official numerical count of the number of SVP Clients at the Center at the end of each day (being 11:59 p.m.), which for purposes of this Contract shall be conclusive as to the number of SVP Clients present at the Center for the day just ended, but shall not include any SVP Clients that terminated from the Center prior to 11:59 p.m.

**Compliance Standards** - Contract requirements that have specific and clearly defined recoupment strategies to ensure that TCCO does not pay for services that are not received.

**Contract Monitor** - a TCCO employee responsible for technical administration of this Contract.



**Contract Term** - the duration of this operations and management Contract and as further set out in Section II.C.

**Contractor** – the party identified in this Contract as the individual or entity that is required to perform the services and related obligations under the Contract and that party’s successors in interest.

**Contractor Per Diem Rate** - rate paid per day for each SVP Client

**Court Orders** - any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operations, management, or maintenance of the Center and relate to the care of SVP Clients. For purposes of this Contract, this term includes such orders, judgments, stipulations, plans or agreements applicable to TCCO.

**Day(s)** - any day of the week including Saturday, Sunday, and state and federal holidays, unless otherwise specified.

**Direct Care Staff** - an employee of the Contractor whose primary duty is to ensure the control, safety and security of the Center twenty-four (24) hours per day, seven (7) days per week. This position does not include administrative or program staff.

**Event of Default** - any of the events or circumstances described within Section VII.D.

**Filled Date** - the first date on the job following the completion of all required pre-service, receipt of appropriate certification/license and a satisfactory criminal background clearance.

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

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

**Global Positioning Satellite (GPS) Tracking** - technology that incorporates a portable tracking device (PTD) which is a GPS receiver, cellular transceiver, computer, radio frequency receiver, motion sensor, and an electronic radio frequency ankle bracelet.

**Health and Human Services Commission or HHSC** - the administrative agency established under Chapter 531, Texas Government Code or its designee.

**Hygiene Items** - items that include, but are not limited to, soap, deodorant, toothbrush, toothpaste, razor, shaving cream, shampoo and comb.

**Income** - money received by an SVP Client which includes but is not limited to: money received from employment, to include wages, salaries, tips and other taxable employee pay; disability benefits; net earnings from self-employment; funds received from the sale of property; funds received as an inheritance; interest or dividend income; retirement income; social security income; unemployment benefits; and gifts.

**Indigent SVP Clients** - SVP Clients who have no more than \$5.00 during any thirty (30) day period.

**Monthly Contractor Payment** - the mathematical product of the Contractor's per diem rate times the number of days each SVP Client occupies the Center during the billing month plus any mileage reimbursement owed the Contractor.

**NCIC** - the National Crime Information Center operated under the authority of the Federal Bureau of Investigation.

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

**Operational Plan** - policies, plans, standards, and procedures for operation of a Center provided to TCCO and approved as required by Section IV.F, as such Operational Plan may be modified from time to time by the mutual agreement of TCCO and Contractor.

**Payment or Payments** - amount(s) agreed to be paid by TCCO to Contractor for services provided according to this Contract.

**Position Vacancy** - a position in which there is no qualified, fully trained incumbent. A vacant position occurs when an employee resigns, has been terminated, is reassigned to another position or Center or is off the payroll after exhausting all accrued leave, with the exception of Family Medical Leave (FML), Military Leave, and Worker's Compensation and no other qualified, trained person or employee is placed in that position. Similarly, positions are considered vacant if the individual in that position does not meet the criteria for employment. A position becomes vacant when the incumbent is removed from the payroll either temporarily or permanently, regardless of leave status, with the exception of FML and Worker's Compensation. A position also becomes partially vacant when Contractor places a part-time incumbent in a full-time position. Positions requiring certifications, licensure or registrations are considered vacant if the person in that position does not possess the appropriate certification, license or registration.

**Program Budget** - the budget that reflects all resources necessary to perform contracted activities.

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

**Service Commencement Date** - the date on which Contractor shall begin providing services at the Center pursuant to this Contract.

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

**State** - the State of Texas and its instrumentalities, including HHSC, TCCO and any other state agency, its officers, employees, or authorized agents.

**SVP Client** - a person assigned by TCCO to reside at the Center.

**State-Owned Equipment** - all machinery, equipment, furniture and other items of tangible personal property that are purchased with Center-generated income or with the proceeds of bonds issued by the Financing Corporation in connection with the financing of the Center or provided by General Revenue Appropriations to TCCO.

**TCCO** - the Texas Civil Commitment Office.

**TCCO Policies** - all written policies, procedures, standards, guidelines, directives and manuals of TCCO, applicable to the operation, management, or maintenance of a Civil Commitment Center.

**TCIC** - the Texas Crime Information Center operated under the authority of the Texas Department of Public Safety.

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

**Upper Level Management Personnel** - the top Center-assigned individuals who are responsible for the administration of the services provided under this Contract.

**Working Day** - Monday through Friday unless a state or federal holiday.

**Work Week** – A work week is the seven-day period beginning on Monday and ending on Sunday.

#### **IV. Scope of Work**

##### **A. Project Scope**

Pursuant to Texas Government Code Chapter 420A and Texas Health and Safety Code Chapter 841, the Texas Civil Commitment Office requires the operation and management in the state of Texas of a Civil Commitment Center (Center) with associated programs for the treatment and monitoring of SVP Clients assigned to the center.

Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, equipment, materials, supplies, and services as specifically identified within this Contract and otherwise do all things necessary for, or incident to, the location, operation, and management of a Civil Commitment Center with associated programs for the treatment and monitoring of SVP Clients assigned to the Center. SVP Clients assigned have been civilly committed pursuant to Texas Health and Safety Code, Chapter 841, who have been found to be a repeat sexually violent offender and to suffer from a behavioral abnormality that makes the person likely to engage in a predatory act of sexual violence.

##### **B. Compliance with Applicable Rules, Regulations, Policies, and Procedures**

Contractor shall provide services to TCCO that are in compliance with all applicable local, state, and federal laws, rules, and regulations now in effect or that become effective during the term hereof including but not limited to, Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; Code of Federal Regulations, Title 42, Part 2 (regarding information about drug and alcohol abuse ); Environmental Protection Agency (EPA) Rules and Regulations;; Texas Health and Safety Code, Chapters 85, 595, 611; the Americans with Disabilities Act of 1990; the Civil Rights Act of 1991; Occupational Safety and Health Act (OSHA) of 1970; Section 231.006, Texas Family Code; Texas Government Code, Chapter 783, 2254, 2259, and 2260; Health and Safety Code, Chapter 841, Texas Administrative Code, Title 37, Part 16, Chapter 810; and any and all relevant federal and state financial cost principles and audit requirements; and any and all rules, policies and procedures established from time to time by the TCCO regarding the operations of CCC facilities.

The Contractor shall not deviate in any material respect from applicable TCCO policies in the provision of services without the prior written approval of the TCCO, which shall not be unreasonably withheld. Contractor's written request for deviation from said policies shall originate from Contractor's authorized representative of the Contractor and shall be forwarded to TCCO. Contractor's written requests for deviation shall contain language which details the specific provision with reference to the policy number, section, paragraph, etc. as well as the justification for such deviation. TCCO's written approval of Contractor's Operational Plan pursuant to this Contract shall for the purposes of this Section constitute approval of Contractor's deviations from established policies to the extent that such Operational Plan constitutes variances to any policies as outlined above. TCCO must approve any revisions to the Contractor's Operational Plan or modifications from required policies prior to implementation by the Contractor.

## **C. Specific Duties and Obligations**

### **1. Policies and Procedures**

Contractor shall provide all policies and procedures related to the Center to TCCO for review and approval prior to commencement of services and upon revision.

### **2. Training**

Contractor's training program shall be structured to ensure each employee successfully completes training that meets or exceeds Contractor's, TCCO's, and regulatory standards. Contractor provides a pre-service and in-service training for staff and believes a sound training program for employees is the foundation for successful daily operations. In addition to the pre-service and in-service training provided to staff, Contractor provides the following training programs for staff: MTC Corporate University, Supervisory Development Program, Management Development Program, and Executive Development Program.

#### **a. New Employee Orientation Program**

Contractor shall provide all new employees with a new employee orientation program upon being hired and prior to starting regular work assignments. Contractor shall provide all new staff with written quizzes and observation of demonstrated practices, where applicable, to assess retention of information. Contractor's training administrator shall provide remediation by working directly with any individual who has difficulty understanding program concepts or procedures.

Contractor's orientation training is designed to provide insight to new employees on the fundamentals including:

- Center Operations and Standards
- SVP Clients including the oversight and monitoring of mentally impaired and developmentally disabled SVP Clients – 3 Hours
- HIV/AIDS Education – 2 Hours
- SVP Client Behavioral Management – 2.5 Hours
- Use of Force/Restraints – 1.5 Hours
- Carry On Person Chemical Agents – 2 Hours
- Security Procedures: Tool/Key Control – 1 Hour
- Anti-Harassment – 1 Hour
- History of Civil Commitment & Civil Commitment Process – 1 Hour
- Seasonal Awareness
- Fire and Emergency Procedures
- First Aid/CPR
- Self-Administration of Medication – 4 Hours for those employees responsible for the administration of medication
- HIPAA
- Documentation
- Incident Reporting/Behavioral Management

All direct care staff responsible for medication shall attend a specialized training in the self-administration of medication that shall be four hours in length.

Staff shall continue their training through specific job training and on-the-job training. Security staff members will also take part in an enhanced safety and security training program, and medical and direct care staff will use a shadowing program. These programs provide mentoring support to the staff entering the work force. Specific curriculum content shall be developed based on TCCO standards and training requirements.

**b. Annual In-Service Training**

All staff shall be required to complete an annual in-service twenty (20) hour training update. Each employee shall complete the in-service training within thirty (30) days of the anniversary of the employee's hire date. The Annual Mandatory Update shall be classroom training consisting of a review of core training requirements listed above in Section 2.a and shall include:

- SVP Client Behavioral Management;
- HIV/AIDS education;
- Sexually Violent Predators to include the oversight and monitoring of mentally impaired and developmentally disabled SVP Clients; and
- Self-Administration of Medication, if applicable.

**c. Annual Training Schedule**

Contractor shall submit an annual training schedule to TCCO for approval prior to implementation.

**d. Documentation of Training Hours**

All training hours shall be documented in the employee's personnel file and personnel training records. The records shall include the course topic, number of hours, and the date completed. Training documentation shall include an authorized signature validating such training and Contractor shall maintain accurate, complete, current and orderly training records at the Center for each employee.

**e. Licensed Sex Offender Treatment Provider (LSOTP) and Affiliate Sex Offender Treatment Provider (ASOTP) Training Days**

Each full-time Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider (ASOTP) employed by Contractor may miss up to five (5) work days per contract year with TCCO approval for approved trainings and continuing education required for LSOTP or ASOTP licensing renewal purposes. Contractor is not required to make up sex offender group treatment sessions missed during the five (5) work days missed for approved trainings and required continuing education. Such missed sessions shall be documented as approved training days on the group session roster, which includes the date of the missed session and the Treatment Provider name. Documentation shall be provided to TCCO upon request.

**3. Staffing**

**a. Program Staff**

Contractor shall have qualified and trained paid employees on the Center premises to provide supervision twenty-four (24) hours a day, seven (7) days a week and shall have a sufficient number of employees who are awake, fully dressed and present to meet all contractual requirements as well as to ensure Center control, security, and SVP Client safety.

**b. Background Checks**

Prior to employment, all personnel (including consultants, contractors and their employees and agents, and volunteer workers who serve at the Center on a routine basis) shall be required to undergo a background investigation as a requisite for initial and/or continued employment. A Texas Crime Information Center (TCIC) and National Crime Information (NCIC) criminal background check shall be completed at the Contractor's expense.

Contractor shall verify professional and educational references for each qualified applicant, including any required professional licenses and registrations.

**c. Results of Criminal Background Checks**

The results of criminal background checks, utilizing fingerprint analysis, must be acceptable to TCCO. Applicants with a misdemeanor or felony conviction being considered for employment, contract, or volunteer work shall be submitted to TCCO for review and approval prior to having contact with SVP Clients.

**d. Criminal History Records**

Contractor shall maintain a copy of the TCCO letter regarding eligibility for hire in a file.

**e. Employment Ineligibility**

Applicants are ineligible for employment for the following reasons: there are pending criminal charges, except minor traffic violations; the applicant is on parole or community supervision; or the applicant is a civil commitment client.

**f. Considerations for Employment**

Contractor agrees and understands that applicants with convictions may be considered for employment based on the following:

- Have not been convicted of a Class A misdemeanor within the previous 12 months;
- Have not been convicted of a Class B misdemeanor within the previous 6 months.
- Felony convictions:
  - Direct Care Staff – Ten (10) years have elapsed since the termination of the sentence; or
  - Other Staff – Five (5) years have elapsed since the termination of the sentence.

**g. Pre-Employment Drug Test**

A pre-employment drug test shall be completed by the Contractor, at the Contractor's expense, for each applicant (including consultants, independent contractors, and their employees and agents, and volunteer workers who work on a routine basis at the Center) prior to being assigned by the Contractor to the Center.

**h. Personnel Conduct and Behavior**

Contractor shall be responsible for the conduct and behavior of all persons working at the Center (including consultants, independent contractors and their employees and agents and volunteer workers). If a violation occurs, Contractor shall take immediate corrective action acceptable to TCCO. Contractor shall immediately notify TCCO in writing of employees who resign while under investigation for inappropriate conduct related to SVP Client management and for violations

of policies related to Center security. At the end of each month, Contractor shall provide TCCO with a listing of all employees terminated during the previous thirty (30) days.

**i. Criminal Conduct of Employees**

The Contractor shall immediately notify the TCCO in writing of any employee who has been convicted, arrested, indicted or charged with a criminal offense. Such employee shall not be permitted to return to duty until authorized in writing by TCCO. A copy of such written authorization shall be maintained in the employee's personnel file.

**j. Random Drug Testing Program**

Contractor shall implement, at its own expense, a program for periodic random drug testing of employees. Contractor's drug testing program policy shall be approved by TCCO prior to implementation. In accordance with Contractor's policy, two percent (2%) of employees shall be selected for random drug testing each month utilizing a scientifically valid method.

**k. Licensed Sex Offender Treatment Providers, Affiliate Sex Offender Treatment Providers**

LSOTPs and ASOTPs shall be approved by TCCO prior to rendering services under the Contract. Additionally, the employee or contractor responsible for oversight of the sex offender treatment program on-site at the Center shall be approved for that role by TCCO. A written request for approval shall include copies of treatment provider's licenses and curriculum vitae. LSOTPs and ASOTPs shall meet criteria established by the Council on Sex Offender Treatment (CSOT) pursuant to requirements set forth in Texas Administrative Code, Title 22, Chapter 810. Each treatment providers' primary professional license and CSOT certification shall remain in effect through the contract period and any renewal period. Upon renewal of either license, Contractor shall provide a copy to TCCO.

**l. Release of Disciplinary Action Information**

All prospective Contractor employees who currently or previously worked for the TCCO must authorize the TCCO to release to the Contractor information concerning all disciplinary actions taken during their employment with the TCCO as well as their re-hire status. The TCCO will determine employment eligibility for any prospective employee requiring the TCCO's approval prior to being rehired. Job applicants must authorize the Contractor to release to the TCCO or a TCCO Contractor information concerning all disciplinary actions taken during their employment with the Contractor as well as their re-hire eligibility status as determined by the Contractor in the event the employee seeks employment with the TCCO or another Contractor. Such releases shall be documented in the employee's personnel folder.

**m. Position Vacancies**

Contractor agrees and understands that from time to time a Position Vacancy, as defined in the definitions section of this Contract, may occur in staff positions required by the staffing plan. A Position Vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition. Such other temporary leave conditions shall include employee participation in management and professional conferences or in-service training, so long as such other temporary leave does not exceed a period greater than two weeks in duration. When the Contractor transfers any employee not in temporary leave status, from one position to another position, notification of this transfer must be made to the TCCO by so indicating on the monthly Position Vacancy reports. It is the policy of the TCCO that the Contractor will ensure that any



vacancies in the approved staffing plan be filled by a qualified employee having a verifiable Filled Date (as defined in this Contract) within sixty (60) days of the Position Vacancy occurring.

**i. Vacancies More than 60 Days**

Contractor agrees that if a position remains vacant for more than sixty (60) days, the monthly contractor payment for the period during which the position remains vacant shall be reduced by an amount equal to the Base Salary (including company fringe benefits) of the position for each day on which such position is vacant, starting on the sixty-first (61<sup>st</sup>) day from the position being vacant.

**ii. Family Medical Leave, Worker's Compensation, Military Leave Status**

Contractor agrees that, if it is determined by TCCO staff, that a service has not been provided while the official incumbent of the position is off the payroll due to Family Medical Leave status, Worker's Compensation status, or Military leave status then the salary for that position shall be deducted for the time period for which the service was not provided.

**iii. Staffing Credits for Direct Care Staff**

Contractor agrees that TCCO shall allow staffing credits for Direct Care staff, based on accrued overtime, to offset vacancy withholdings. The following provisions apply to the staffing credits: accrued overtime for these positions shall be reported and credited for a calendar month; and unused credit cannot be carried over from one month to the next.

**iv. Staffing Credits for Medical Staff**

Contractor agrees that TCCO shall allow staffing credits for medical staff, based on accrued overtime and contract or agency medical staff, to offset vacancy withholdings. Contracted or agency medical staff shall meet the same standards as medical staff employed by Contractor. Accrued overtime for these positions shall be reported and credited for a calendar month and unused credit cannot be carried over from one month to the next. Contracted or agency medical staff may offset vacancy withholdings on a prorated basis. This offset does not negate the requirement that the FTE be staffed with a full time employee; until the position is filled with a full time employee, the position shall continue to be listed on the Monthly Position Vacancy Report. This will be calculated by taking the hours a contracted or agency medical staff employee worked during the month and dividing that by the total hours required for the month to determine the percentage of FTE that can be credited on the vacancy deduction calculation. Timesheets shall be provided for each contracted or agency medical staff member with the Monthly Position Vacancy Report.

**v. Position Vacancy Report and Other Relevant Reports**

Contractor shall submit, by the tenth (10<sup>th</sup>) day of each month to the TCCO a position vacancy report, in the format provided for in Attachment C, a position control number list, the direct care and medical staff overtime report, timesheets for any agency/contracted medical staff, and other relevant reports as requested by the TCCO.

**n. Equal Employment Opportunity and Affirmative Action Plan**

Contractor shall have an Affirmative Action Plan outlining Equal Employment Opportunity (EEO) compliance and strategies used to meet goals outlined in the Affirmative Action Plan. Contractor

shall ensure that affirmative action goals are implemented and monitor all personnel transactions to preclude discrimination.

**o. Extended Absence of Upper Level Manager**

In the event an Upper Level Manager anticipates an extended absence or will be out of state, the Upper Level Manager shall notify TCCO and provide a designated staff member, duly qualified and acceptable to TCCO in his/her absence.

**p. Contents of Personnel File**

The personnel file of each employee shall contain the following information at a minimum:

- i.** Application for employment and/or resume;
- ii.** Verification of past employment;
- iii.** Verification of high school, college, and any graduate education, to include copies of transcripts or other pre-approved documentation;
- iv.** Verification of any licensure required as part of the employee's job description;
- v.** A copy of the TCCO-approved job description; and
- vi.** All training records.

**4. Risk Management**

**a. Compliance with Applicable Codes and Policies**

Contractor shall operate and maintain the Center in compliance with all applicable federal, state, and local safety and fire codes; Texas Administrative Code Title 37, Chapter 810; TCCO policy statements; and Americans with Disability Act Standards. Contractor shall establish a risk management program and written procedures that shall include, but not be limited to, occupational safety and health, safety training for SVP Client workers, environmental maintenance, and emergency management.

**b. Center Maintenance with Applicable Codes**

Contractor shall maintain the physical Center in compliance with all applicable codes, including but not limited to, the National Electric Code, Uniform Plumbing Code, Uniform Mechanical Code, National Fire Protection Association (NFPA) 101 (Life Safety Code), and local zoning ordinances. MTC recognizes that maintaining Centers ensures a safe place to work and live.

**c. Documentation of Compliance**

Contractor shall provide TCCO with written documentation of compliance with these codes at the beginning of every State Fiscal year, which shall consist of certificates from local health departments, fire marshal's offices and building inspector's offices. Readable copies of these certificates shall be forwarded by Contractor to TCCO. In addition, evidence of compliance shall be submitted to TCCO upon receipt from the inspecting agency. When differences between applicable standards exist, the higher standard shall be followed.

**d. Emergency Fire Plan**

Contractor shall establish an emergency fire plan and written procedures for the safe evacuation of SVP Clients and staff. Each new SVP Client shall be briefed on evacuation procedures during

orientation. Fire safety equipment shall be tested as specified by the manufacturer or the fire authority, whichever is more frequent.

**e. Emergency Fire Exit Plans**

Contractor shall post written emergency fire exit plans in all sleeping rooms, major meeting rooms, dining rooms, and hallways. Contractor shall have the plans certified by an independent qualified agency or individual trained in the application of national fire safety codes. A qualified person shall conduct fire inspections at least quarterly or at intervals determined by the fire authority having jurisdiction.

**f. Quarterly Fire Drills**

Contractor shall conduct quarterly fire drills requiring evacuation. Such drills shall take place with written documentation to include the time, date, amount of time to evacuate the building(s), and the number of SVP Clients and staff evacuated. Each shift shall conduct a fire drill at least once per quarter. Any problem areas identified during the drill shall also be noted on the report. This report shall be signed by Contractor's employee(s) conducting the drill and maintained on file.

**g. Serious and/or Unusual Incidents**

Contractor shall report verbally, followed by e-mail notification, serious and/or unusual incidents to the TCCO immediately upon learning of the event. Immediate notification is defined as reporting the incident to TCCO upon becoming aware of the incident.

**h. Injury and Other Types of Reports**

Contractor shall complete injury and other types of reports as required by TCCO.

**i. Sexual Assault or Sexual Harassment Reporting**

Contractor shall immediately report any SVP Client report of sexual assault or sexual harassment to TCCO management and appropriate law enforcement authorities.

**5. Center Requirements**

**a. Child Safety Zone**

Contractor certifies that the Center is not within a Child Safety Zone.

**b. Compliance with Ordinances and Access to Community Resources**

The Center shall comply with all local, city and county ordinances. Contractor shall provide written documentation to TCCO with regard to community acceptance. Contractor certifies that the Center is accessible to adequate community resources.

**c. Tiered Housing Structure**

The Center shall be structured in a manner that supports and facilitates the Texas Civil Commitment program structure and allows for tiered housing. Center staff shall assist releasing SVP Clients in obtaining transitional housing.

**d. Housing and Treatment for Male and Female SVP Clients**

The Center shall support housing and treatment for male and female SVP Clients. The Center is designed to provide sufficient space for housing and programming for both male and female SVP Clients.

**e. Placement of SVPs**

Contractor shall accept all SVP Clients assigned to the Center by TCCO.

**f. Center Size and Cleanliness**

The Center shall meet the needs of the program and comfortably accommodate the number of SVP Clients it serves. Contractor shall keep the Center clean and in good repair.

**g. Sleeping Space and Lounge Areas**

Contractor shall provide each SVP Client adequate space for sleeping areas and lounge areas. Contractor shall provide a range of tiered housing for SVP Clients.

**h. Square Footage Requirements**

Contractor shall provide the number of square feet per SVP Client in accordance with local building codes and allow a minimum of twenty-five (25) square feet of unencumbered space per SVP Client in sleeping areas. Bathrooms, closets, and hall space are not included in the square footage requirements for sleeping areas.

**i. Furniture for SVP Clients**

Contractor shall furnish the Center with the appropriate furniture for the number of SVP Clients contracted for placement in the Center. At a minimum, Contractor shall provide SVP Clients with proper bedding and storage space for clothing and personal articles. Each SVP Client shall have access to an individual locked storage area or drawer for private articles, which keys shall also be provided to both the SVP Client and Facility Administrator. The storage space shall accommodate hanging and folded clothing.

**j. Bathroom Facilities**

Contractor shall provide the number of showers, sinks and toilets in the Center to accommodate the number of SVP Clients being proposed in accordance with the 2015 International Plumbing Code. All of the bathroom facilities shall be maintained and in good operating condition. Alterations to the existing bathroom facilities at the Center shall be submitted to TCCO for approval prior to commencement of the alteration.

**k. Heat, Air Conditioning, Electrical Outlets, Lights and Ventilation**

Contractor shall provide adequate heat, air conditioning, electrical outlets, light and ventilation in all rooms including hallways, bathrooms, bedrooms, dining rooms and activity rooms. Electrical outlets shall meet the needs of the SVP Clients and the SVP Clients' GPS equipment.

**l. Separate Activity Rooms**

Contractor shall provide separate activity rooms large enough to accommodate all SVP Clients in the Center for the purpose of meetings and recreational activities, including but not limited to: TV, radio, library, table games, game room, weight room (if provided) shall be separate to allow non-

interference of activities. Seating shall be available for all SVP Clients who wish to participate in activities. Smaller rooms shall be allowed to accommodate fewer people as long as all SVP Clients have an equal opportunity to attend meetings or recreational activities.

**m. Recreational Area**

Contractor shall provide a recreational area for activities such as basketball, volleyball, or other reasonable activities. Recreational activities shall consist of activities that meet the needs of all SVP Clients and provide an outlet for SVP Clients to foster personal development while promoting physical and mental well-being.

**n. Extension Cords**

Extension cords shall not be used as a substitute for fixed wiring. However, power strips may be utilized in SVP Client rooms if approved by the local fire marshal.

**o. Administrative Area for TCCO Case Managers**

Contractor shall provide, at its own expense, separately keyed private and secure offices for TCCO Case Managers and management staff.

**p. Meeting Rooms for Sex Offender Treatment Providers**

Contractor shall provide enclosed meeting rooms for the purpose of conducting confidential group treatment. Contractor shall provide all sex offender treatment at the Center.

**q. Center Security**

Contractor shall ensure the Center is well lit, has a perimeter fence, and a single point of ingress and egress. The Center shall be secured to prevent unrestricted access by the general public or others without proper authorization.

**6. Maintenance, Remodeling, Damages and Condemnation**

**a. Center Maintenance**

Contractor shall, at its own expense, maintain the physical structure of the Center and all tangible personal property contained therein, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance and shall in so doing maintain, preserve, and keep the Center in good repair, working order and condition, subject to normal wear and tear and will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals. Contractor shall meet all standards applicable to sanitation and shall operate the Center in accordance with both Contractor and TCCO policies and procedures.

**b. Damage or Loss to the Center**

Promptly after occurrence of any damage or loss to the Center that materially affects the continued operation of the Center, Contractor shall notify TCCO of such loss or damage. If Contractor determines that such rebuilding, repairing or restoring is practicable and desirable and Contractor proceeds to cause such rebuilding, repairing or restoring, Contractor shall provide a detailed plan with timelines to accomplish the rebuilding, repair or restore the Center to TCCO for review and approval. If Contractor determines not to rebuild, repair, or restore the Center or if TCCO

determines not to continue this Contract in accordance with this paragraph then TCCO may terminate this Contract for convenience in accordance with the terms of this Contract.

**c. Contingency Disaster Recovery Plan**

Contractor shall establish a contingency disaster recovery plan that shall include temporary living facilities and services in accordance with the Contract. The disaster recovery plan shall be part of the Operational Plan upon final approval from TCCO.

**7. Intake Requirements**

**a. SVP Client Intake**

Contractor shall establish written policies and procedures regarding intake of SVP Clients. The policies and procedures shall cover critical areas to ensure the successful integration of SVP Client in the program and shall be submitted to TCCO for approval prior to implementation.

**b. SVP Client Photographs**

During the intake process, contractor shall photograph every newly arriving SVP Client. Each SVP Client shall be issued an ID and a copy of the photograph shall be maintained in the SVP Client's file. Each SVP Client's file shall contain a face sheet which will have critical information including but not limited to: date of birth, SVP Client identification number, status, and a photo of SVP Client. Photos shall be updated every six months.

**c. Intake Fees/Deposits**

Contractor shall not collect or require intake fees or deposits from SVP Clients or TCCO.

**d. Official Placement by TCCO for SVP Clients**

Contractor agrees that official placement by the TCCO of SVP Client is required for payment of services. In the event contractor accepts SVP Clients without appropriate TCCO authorization, Contractor is at risk for not receiving payment for said services.

**e. Intake within 24 Hours of Arrival**

Intake and orientation of all SVP Clients shall be completed within twenty-four (24) hours of the SVP Client's arrival at the Center.

**8. Program Description**

**a. Admission Process**

Within twenty-four (24) hours, Contractor shall conduct an orientation for all new admissions in order to orient them to the Center and programs and identify pertinent issues in need of attention, including evaluation of issues related to mental disorder, intellectual disability, or other special needs presentations. All admission forms shall be explained to each new SVP Client during the orientation process. Following signature, SVP Clients shall be provided with copies of the forms. SVP Client records shall be entered into the TCCO automated case management system and Contractor's Data System.

### **b. Intake Screening**

Within twenty-four (24) hours of an SVP Client's arrival at the Center, Contractor shall conduct an intake screening. Contractor shall utilize established guidelines for the immediate identification and treatment of health care needs of SVP Clients through the intake screening. The intake screening shall be completed by a member of the health services staff. The screening will identify any acute and/or current health-related conditions and individuals in need of medications and/or other medical needs. SVP Clients with immediate health care needs or those in need of medication management will be referred to the Center medical department for further evaluation and treatment. SVP Clients suffering from a serious mental disorder will be immediately referred for mental health treatment.

### **c. Orientation**

Staff shall meet with each new SVP Client within twenty-four (24) hours of admission to conduct a Center and program orientation. During orientation, staff shall review the following:

- i. Overview of program services – SVP Clients shall be oriented to the treatment program and life skills programming (i.e., employment services program, budget planning, substance abuse education, and personal care education). An informed consent for participation in residential treatment services shall be provided to SVP Clients for review and signature.
- ii. Spanish interpreter services, if required – Any SVP Client who requests access to Spanish language materials shall be provided written materials that have been translated. Contractor shall also arrange for Spanish-speaking program services when required.
- iii. Center rules and responsibilities – Contractor shall provide written guidelines regarding Center rules, behavioral expectations, and SVP Client responsibilities. Such information may be included in the SVP Client handbook.
- iv. Accessing medical/dental care/mental health services – Contractor shall explain to SVP Clients how to access routine and emergent health care services.
- v. Religious services – Contractor shall support SVP Clients' participation in their chosen spiritual activities. An overview of existing religious and spiritual activities shall be provided. Each SVP Client shall be given a religious preference form to complete to document his/her preference for his/her record.
- vi. Visitation rules and regulations – Contractor shall develop visitation rules and regulations that allow for SVP Clients to build and maintain relationships with approved visitors. Each new SVP Client shall be provided a copy of these rules and regulations, which may be included in the SVP Client handbook.
- vii. Recreation – Structured and unstructured recreation is an important aspect of SVP Client life. Opportunities for both indoor and outdoor recreation shall be described. Opportunities for both passive and active recreation shall be afforded.

- viii. SVP Client rights and grievance process – SVP Client rights and a description of the grievance process shall be provided in writing. This information may be included in the SVP Client handbook.
- ix. Life safety and safety regulations – Fire safety, evacuation procedures, and other life safety information shall be provided to new SVP Clients. This information may be included in the SVP Client handbook.

**d. Personal Safety Plan and Initial Release Plan**

During the orientation process, Contractor shall assist the SVP Client in completing a Personal Safety Plan and an Initial Release Plan.

**e. SVP Client Handbook**

Each new SVP Client shall receive a SVP Client handbook during orientation and shall sign a receipt. Contractor shall submit the SVP Client handbook to TCCO for approval prior to publication.

**f. Housing of SVP Clients**

Client's housing assignment will be consistent with the SVP Clients' treatment tier level to the extent possible. Deviations from the existing Center housing structure or plans shall be submitted to TCCO for approval prior to implementation.

**9. SVP Client Participation in Programs**

**a. SVP Client Programs**

Contractor shall provide comprehensive treatment in which each SVP Client shall participate during their assignment to the Center. Contractor shall provide a Life Skills program that includes education and treatment in the following areas:

- i. Employment Services – designed to help SVP Clients learn the aspects of a good employee by learning foundational skills that can be used in any career or job choice;
- ii. Budget Planning – to include on-going realistic personal budget planning, implementation, evaluation, and adjustment as individual circumstance arises;
- iii. Substance Abuse Education – to include chemical dependency education, relapse warning signs and triggers, disease model, defense mechanisms, destructive coping and thinking errors; and
- iv. Personal Care – to include infectious diseases, personal hygiene, health and nutrition.

**b. Adult Basic Education and General Education Development (GED)**

Contractor shall provide an adult basic education program to concentrate on the development of reading skills, language skills, writing skills and mathematics skills to ensure that each SVP Client learns at their individual pace and according to their individual learning plan. Contractor shall provide a literacy program to provide literacy education to any SVP Client who lacks a high school



diploma or GED. The Contractor shall offer the ability for SVP Clients to take the GED test on-site at the Center.

**c. Alcoholics Anonymous and Narcotics Anonymous (AA/NA)**

In addition to substance abuse coursework, Contractor shall provide Alcoholics Anonymous and Narcotics Anonymous groups at the Center.

**d. Four-Tiered Sex Offender Treatment Program**

Contractor shall provide a four-tiered sex offender treatment program as noted in Attachment A. The treatment program shall be empirically based and consistent with best practices in the field of sex offender treatment. The program shall have defined goals and levels of attainment that allow SVP Clients to progress between tiers.

- i. Treatment Program, Curriculum, Materials and Policies – The treatment program, curriculum, materials and policies shall be submitted to TCCO for approval prior to implementation. Any recommendations for deviations from the approved treatment program shall be communicated to TCCO for approval prior to implementation.
- ii. Group Treatment Program Hours – Contractor shall offer SVP Clients at least six (6) hours of sex offender specific group treatment per week. All sex offender specific treatment shall be facilitated in accordance with Council on Sex Offender Treatment (CSOT) rules and by a person who is licensed by CSOT as an LSOTP or ASOTP. Co-facilitation of groups may be provided in accordance with TCCO policy. Any missed groups may be made up within the same work week to avoid incurring a payment adjustment.
- iii. Group sessions scheduled to occur on the following holidays may be waived without incurring a payment adjustment: New Year's Day; Martin Luther King Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; and Christmas Day.
- iv. Individual Treatment Sessions – Contractor shall provide at least one sixty (60) minute individual treatment session at least once every ninety (90) days or more frequently as needed by the SVP Client.
- v. CSOT Rules – Contractor shall follow all CSOT rules. Any request for a deviation from CSOT rules shall be submitted to TCCO for review and approval and, if approved, TCCO will submit the request to CSOT.
- vi. Contractor shall additionally offer two (2) hours of Therapeutic Study Hall facilitated by Contractor staff per week to be attended by all SVP Clients whose Individual Treatment Plans require study hall attendance and one (1) hour of Therapeutic Community Meetings per week.
- vii. Continuity with Existing Programming – Contractor shall maintain continuity with the existing sex offender treatment program to include maintaining continuity of SVP Clients' currently assigned tiers unless treatment progress or regression warrants a tier level change.

**e. Comprehensive Assessment**

- i. Contractor shall provide a comprehensive assessment of SVP Clients within sixty (60) days of the Client's admission to the Center for SVP Clients releasing from the Texas Department of Criminal Justice who have not previously had an initial assessment and upon request by TCCO.
- ii. The assessment shall be conducted in accordance with CSOT rules including profile of the SVP Client's intellectual abilities, any chronic or emergent mental or physical health issues, developmental history, and treatment needs.
- iii. The assessment shall consist of the following categories, at a minimum:
  - Clinical Interview – During an interview with the SVP Client, Contractor shall complete a Client Needs Profile;
  - Physiological Assessment – For SVP Clients for whom there is no report of a penile plethysmograph assessment within the previous twenty-four (24) months, the Contractor shall arrange for the SVP Client to undergo a penile plethysmograph assessment in accordance with TCCO policy;
  - Collateral Information – Contractor shall review the available information including, but not limited to, instant offense reports, victim statements, existing psychological reports, arrest reports, child welfare reports, and treatment history information;
  - Formal Testing – Contractor shall conduct the following tests, if they have not been conducted in the last twenty-four (24) months:
    - Personality Testing/Mental Illness – Contractor will utilize the MMPI-2;
    - Intellectual Functioning – Contractor will utilize the Test of Nonverbal Intelligence, Fourth Edition;
    - Substance Abuse – Contractor will utilize the SASSI-III;
    - Sexual Deviance – Contractor will utilize the Abel-Becker Cognition Scale and the Abel Screen;
    - Risk Assessment – Contractor will utilize the Static 2002-R.
- iv. The assessment report shall be completed within sixty (60) days of the SVP Client's admission using a report form that is acceptable to TCCO. The report shall be scanned into the TCCO case management automated system. The report shall address the following, at a minimum:
  - Reason for referral;
  - Assessment methods;
  - Background information;
  - Test results; and
  - Conclusions and recommendations.

**f. Individual Treatment Plans**

Contractor shall complete and prepare a written Individual Treatment Plan for each SVP Client within sixty (60) days of admission. Individual Treatment Plans for all SVP Clients in Tiers 1 and 2 shall require Therapeutic Study Hall attendance. Individual Treatment Plans may require Therapeutic Study Hall attendance for SVP Clients in Tiers 3 and 4 as determined necessary by the Clinical Therapist. The plan shall be signed by the SVP Client and Clinical Therapist and a copy provided to the SVP Client. The Individual Treatment Plan, including a Stable/Acute assessment, shall be updated as needed upon tier change but no less frequently than once per year. The Individual Treatment Plan and Stable/Acute Assessment shall be documented in a format acceptable to TCCO and scanned into the TCCO case management automated system.

**g. Additional Treatment Standards**

- i. Contractor shall polygraph SVP Clients in accordance with TCCO policy using Licensed Polygraph Examiners who are listed with the Joint Polygraph Committee on Offender Testing (JPCOT) and use JPCOT standards in administering polygraph examinations.
- ii. Contractor shall administer Plethysmograph (PPG) exams in accordance with TCCO policy.
- iii. Family sessions shall be made available for each SVP Client for whom family support has been approved. Family sessions may be conducted via videoconference if requested by the family member. The family member(s) must be approved by TCCO and willing to participate in treatment.
- iv. Weekly AA/NA group meetings will be offered to Clients in all tiers.
- v. Daily structured recreational activities are made available to Clients in all Tiers.

**h. Monthly Treatment Team Meetings**

Treatment provider(s) and applicable Contractor staff, if determined necessary, shall attend monthly treatment team meetings with the TCCO Case Managers to discuss SVP Clients, service coordination and other issues related to the program.

**i. Continuity of Care**

Contractor shall participate in continuity of care staffings with TCCO Case Managers and treatment providers for newly-assigned SVP Clients.

**j. Sex Offender Specific Treatment Providers**

All sex offender treatment shall be facilitated by a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider (ASOTP) in accordance with CSOT rules.

**k. Structured Program and Center Privileges**

Contractor shall provide a treatment program that is structured through treatment tiers as well as tasks and treatment targets within each phase. Successful progression in treatment is accompanied by greater privileges within the Center. Contractor shall work closely with TCCO case managers to identify appropriate privileges for SVP Clients progressing through treatment.

### **l. Proposed Programming Schedule**

Contractor has provided a proposed programming schedule to TCCO.

### **m. Residents' Council**

Contractor will establish a Residents' Council to serve as a representative forum for SVP Clients and staff of the Center to discuss and problem-solve grievances, concerns and issues brought forth by SVP Clients.

### **n. Financial Assistance**

SVP Client participation in any program offered by Contractor and required by TCCO shall not be contingent upon the SVP Client applying for or qualifying for financial assistance in the form of grants, such as Pell grants, or loans.

### **o. Religious Programs**

Contractor shall have written policies that govern religious programs for SVP Clients. The policies shall provide that SVP Clients have the opportunity to voluntarily practice the requirements of a SVP Client's religious faith. No SVP Client will be required to attend or participate in religious services or discussions. SVP Clients will be provided access to religious activities and materials as well as other legitimate requirements of their faith, subject to limitation only as necessary to maintain the order and security of the Center.

### **p. Therapeutic and Vocational Work Program**

Contractor shall offer a therapeutic work program and a vocational work program to SVP Clients to assist them in developing life skills needed for employment upon release. The eligibility for participation in both work programs shall be based upon the SVP Client's current level of treatment. Once a SVP Client has reached a tier level that allows them to apply for a work program, Contractor will match the SVP Client with employment that corresponds to the SVP Client's ability, experience and treatment level. Employment opportunities will be available in food services preparation, general maintenance and housekeeping. To ensure the success of each SVP Client, the SVP Client will be assigned a staff mentor to provide training and monitor the SVP Client's success in the employment opportunity.

## **10. SVP Client Records**

### **a. Attendance Rosters**

Contractor shall maintain attendance rosters for all classes/programs, which at a minimum shall include: the date, time, and duration; name of class/group; name and signature of the instructor; and the SVP Client's signature reflecting attendance. In the event the SVP Client fails to attend the scheduled session, Contractor shall notate the missed session and indicate whether the absence was excused. Contractor shall maintain rosters for all canceled classes/programs to indicate the date and reason for cancellation.

**b. Maintenance of Treatment Notes**

Contractor shall enter notes of all treatment sessions and contacts in the TCCO case management automated system within five (5) working days of the session or contact.

**c. Documentation of Providers**

Contractor shall document all contacts with the TCCO Case Manager and other professionals involved in the SVP Client's case in the TCCO case management automated system within five (5) working days of contact.

**d. Maintaining Copies of Program Forms**

Contractor shall complete and maintain a copy of all program-required forms in accordance with TCCO policy and enter or scan all forms into the TCCO case management automated system within five (5) working days of the activity.

**e. Evaluation of SVP Client Progress**

Contractor shall evaluate each SVP Client's progress in treatment and advancement through the tiered program in accordance with TCCO policy regarding Monthly Progress Reports. Contractor shall complete a written monthly report of each SVP Client's progress in accordance with TCCO policy in a format acceptable to TCCO. A signed and dated copy of the report shall be scanned into the TCCO case management automated system within five (5) working days after the report due date. The report shall include the SVP Client's signature.

**f. Biennial Treatment Summary Report**

Contractor shall complete a biennial treatment summary report for submission to each SVP Client's court of commitment in accordance with TCCO policy. The assigned treatment provider shall provide treatment program compliance information to clinical examiners as needed.

**g. Confidentiality of Client Records**

Contractor shall establish safeguards to protect the confidentiality of SVP Client records and minimize the possibility of theft, loss, or destruction. All records are confidential and privileged.

**h. Locked Records**

Contractor shall secure all SVP Client records in locked file cabinets or a locked file room. Records shall be available only to program staff, TCCO representatives, and upon presentation of a legal release executed by the SVP Client.

**i. Maintenance of Individual Case Files**

Contractor shall maintain individual case files for each SVP Client for the entire time the SVP Client is in the program and for a minimum of five (5) years subsequent to discharge from the program. Upon completion of the five (5) year retention period, contractor shall transfer all individual SVP Client files to TCCO. Should an Event of Default or termination occur, TCCO will secure and maintain custody of the SVP Client files.

**j. SVP Client Files**

SVP Client files shall include, but are not limited to:

- i. Identification data, including photograph;

- ii. TDCJ-Parole summary, if applicable;
- iii. Order of Civil Commitment;
- iv. Intake Forms;
- v. Correspondence regarding SVP Client;
- vi. Signed release of information forms, if applicable;
- vii. Current employment data, if applicable;
- viii. All reports generated by Contractor; and
- ix. Copies of all disciplinary reports.

**k. Legal Action or Notice**

Contractor will notify TCCO immediately upon receipt of any legal action or notice requiring disclosure of SVP Client records.

**l. Maintaining Confidential Information**

Contractor shall not disclose or make known, in any manner to any person, any personal information concerning SVP Clients, except as may be necessary in the performance of the Contract or as required by a licensing authority.

**m. Testifying in Legal Proceedings**

Contractor will, upon request by TCCO or in response to a subpoena or subpoena duces tecum, appear or submit an affidavit and testify in any legal proceedings convened by a court of competent jurisdiction.

**n. TCCO Case Management Automated System**

Contractor will place all clinical notes, treatment reports, grievances, disciplinary reports, all reports generated by Contractor and any other note or SVP Client-related activity in the TCCO case management automated system within five (5) working days. Each noted treatment session, contact or other entry into the TCCO case management automated system shall be a single independent, individualized entry rather than one entry for multiple contacts or the same entry included within multiple SVP Client's profiles.

**11. Health Services**

**a. HIV/AIDS**

Contractor shall develop workplace guidelines that address HIV/AIDS policies, confidentiality, and employee/SVP Client education programs. The guidelines shall, at a minimum, incorporate the model workplace guidelines developed by the Department of State Health Services (DSHS). Contractor shall maintain the written policies and guidelines at the Center site.

Contractor shall develop confidentiality guidelines regarding AIDS and HIV medical information for employees and SVP Clients. The policies shall be consistent with guidelines published by DSHS and with state and federal laws and regulations.

Contractor shall provide educational programs regarding HIV/AIDS to all employees and SVP Clients on a routine basis. These programs shall be based on the model educational program developed by DSHS. Contractor's education program shall be tailored to meet the needs of all

employees and SVP Clients including the use of braille or telecommunications devices for the deaf. The HIV education and prevention programs shall be tailored to address the needs of persons with physical or mental disabilities.

Contractor shall provide TCCO with copies of the above stated policies/programs and shall develop and maintain written documentation in each SVP Client and employee file of HIV/AIDS education and training completion.

**b. Management of Serious and Infectious Diseases**

Contractor shall ensure the testing, treatment, monitoring and reporting of all communicable disease. The Center shall maintain a current copy of the Infection Control Manual, which is reviewed annually. The Infection Control Manual shall contain the following information: infection control committee; surveillance procedures; immunization requirements; identification and treatment of SVP Clients with infectious diseases; isolation procedures; decontamination of equipment and disposal of sharps and biohazardous waste; universal precautions; and infection control in dental clinics and dental laboratories.

Contractor shall provide for the management of serious and infectious diseases. Contractor shall have policies and procedures in place to direct actions to be taken by employees concerning SVP Clients who have been diagnosed with communicable diseases. The policies and procedures shall include appropriate safeguards for staff and SVP Clients; staff and SVP Client issues of confidentiality; and counseling and support services.

**c. Access to Health Care**

SVP Clients shall have access to health care on-site and in the community. Health care shall be provided on-site to the extent possible.

**d. Suicide Prevention Program**

Contractor shall have a written suicide prevention and intervention program reviewed and approved by a qualified medical or mental health professional. All staff with SVP Client supervision responsibilities shall be trained in the implementation of the suicide prevention program.

**e. On-Site Health Care**

Medical services provided on-site by Contractor shall include primary care assessment, evaluations, and urgent and non-urgent episodic care and treatment as usually found in a primary care provider's office and typified in the patient-centered medical home model. Services available on-site include but are not limited to:

- i. Intake evaluations;
- ii. Periodic physical exams;
- iii. Chronic care clinics, including initial and scheduled follow up care for cardiovascular, pulmonary, gastrointestinal, genitourinary, neurological and endocrinology disorders including diabetes as well as infectious disease care;
- iv. Responding to sick call requests with basic care and prescriptions being provided onsite;

- v. Chronic pain management after consultation with specialists as applicable;
- vi. Imaging studies to optimize on-site care for basic chest x-rays and extremity exams;
- vii. Point of care lab testing;
- viii. Dental Services in emergent situations;
- ix. Optometry services including glaucoma screening; and
- x. Pharmaceutical costs with the exception of medications associated with the treatment of Hepatitis C.

Contractor shall advise SVP Clients how to access care during the intake screening process. Contractor shall make sick call request slips available to SVP Clients in the housing units for SVP Clients to submit. Clinical and other facility staff may also make referrals if there are concerns for a SVP Client's health status. Contractor's nurses shall collect sick call slips and triage them at least once daily, seven (7) days per week, including holidays. Contractor shall have nursing coverage onsite sixteen (16) hours per day with a physician available via phone for consultation as needed. Sick Call requests shall be screened within twenty-four (24) hours of receipt by the health services department. A licensed healthcare worker will see SVP Clients within seventy-two (72) hours of receipt of the sick call request. If referred to a provider, the provider shall see the SVP Client within ten (10) working days of the original sick call request.

Contractor shall have a nurse practitioner, physician's assistant, or primary care physician available to see SVP Clients on-site or via telemedicine services. The number of hours of nurse practitioner, physician's assistant, or physician availability shall be commensurate with the needs of the SVP Client population. Should the need arise outside the scheduled sick call, SVP Clients needing urgent or emergent medical services shall be seen on the same day as they request such services. The SVP Client shall be triaged via telemedicine services provided by emergency department personnel to determine whether there is a need for transport to an emergency department.

**f. Off-Site Health Care**

Off-site health care may include but is not limited to: emergency services, specialty care and hospitalization. Contactor will use an individualized utilization management system consisting of a point of care case management mechanism to determine the appropriate level of care required. Contractor will provide immediate notification to the TCCO Case Manager of a SVP Client's hospitalization.

Contractor will be responsible for a maximum amount of eight thousand three hundred thirty-three dollars (\$8,333) of the initial costs of each SVP Client's offsite health care received from May 1, 2019 to August 31, 2019.

The Contractor must submit to the TCCO a monthly Offsite Medical Expense Report by the fifteenth (15th) day of the month, which provides the total TCCC SVP Client offsite medical care expenses on a cumulative basis for each SVP Client. The report must include separate columns that show by patient/resident the total offsite medical care costs; the offsite medical care costs less than or equal to amount of eight thousand three hundred thirty-three dollars (\$8,333); offsite



medical care costs greater than amount of eight thousand three hundred thirty-three dollars (\$8,333); the offsite medical care costs paid by Contractor; the offsite medical care costs paid by TCCO; and the remaining unpaid offsite medical care costs.

**g. Chronic Care Program**

Contractor will identify and manage SVP Clients with chronic illnesses with the goal of decreasing the frequency and severity of symptoms, preventing disease progression, and fostering improvement in functioning. Each SVP Client with a chronic illness will have an individual treatment plan that is developed and documented by a qualified health practitioner within thirty (30) days of identification and/or diagnosis of the disease. The plan shall follow current disease management guidelines unless clinically contraindicated. The plan shall be reviewed and revised, if necessary, during each follow-up visit and Contractor shall maintain a list of SVP Clients being followed in chronic care clinics.

**h. Telemedicine**

Contractor may utilize telehealth services for the provision of SVP Client services to include primary care services, sick call request visits, chronic care evaluation, pharmacy consultations, and specialty disciplines.

**i. Psychiatric Care**

The parties agree that Contractor shall not provide mental health services, psychiatric care or psychotropic medication under this Contract.

**j. Dental Care**

Contractor shall provide dental services to SVP Clients in emergent situations.

**k. Nursing Policy Manual**

Contractor will utilize a Nursing Policy Manual to ensure compliance with applicable laws and regulations. Additionally, Contractor will utilize nursing assessments and intervention protocols for the management of specific health conditions that specify the steps to be taken for the management of health conditions. The protocols will assist nursing staff in conducting triage to determine whether the SVP Client meets the criteria for a provider sick call appointment or are such that the nurse may treat the complaint by protocol.

**l. Lab Services**

Lab samples will be drawn onsite and transported to the offsite laboratory for processing and results.

**m. State Certification and Licensing Requirements for Health Care Personnel**

Contractor agrees that state certification and licensing requirements shall apply to all health care personnel employed by the Contractor responsible for providing medical services to SVP Clients.

**n. First Aid and CPR**

Contractor shall provide each shift with at least one employee certified in both standard first aid procedures and cardiopulmonary resuscitation (CPR).

**o. Emergency Medical Plans**

Contractor shall have written documentation of emergency medical plans that are communicated to all Center employees and SVP Clients.

**p. First Aid Supplies and Equipment**

Contractor shall maintain medical first aid supplies and equipment in accordance with prescribed standards recognized by a licensed, recognized, health authority who possesses the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment.

**q. Maintenance of Medical First Aid Supplies and Equipment**

Contractor shall maintain medical first aid supplies and equipment in accordance with prescribed standards recognized or approved by a licensed, recognized health authority who possesses the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment.

**r. Inventory Management System of First Aid Supplies**

Contractor shall implement an inventory management system to ensure that first aid equipment and supplies are adequately replaced and replenished in accordance with the Contractor's established policy.

**s. Medication Management**

Contractor will ensure all medications meet FDA standards and support continuity of care for the SVP Clients. A formulary and pharmacy order system will be used. The pharmacy services provided will include provision of pharmacy management and performance of onsite professional services. Clinical services will be provided, including procedures to provide requests and deferrals to the vendor pharmacy and recording systems.

Contractor will have and implement written policies that set forth required procedural guidelines to be followed in the administration and management of all Client medication, to include controlled substances, prescribed medications, supplies and over the counter (OTC) drugs. The written policy in place will set forth the required procedural guidelines for the administration, documentation, storage, management, accountability of all SVP Client medication, inventory, disposal of medications, handling medication errors and adverse reactions.

If medications are dispensed through the practice of self-administration in a non-medical model program, staff trained by a qualified health professional to supervise SVP Clients in the self-administration of medication will monitor the SVP Clients during the self-administration process. Policies on monitoring of self-administration of medication will be consistent with Texas Department of State Health Services (DSHS) guidelines and the following:

- i. Policy guidelines will govern the standards for storage, security, monitoring, dispensing, self-administration and maintaining administrative control and accountability of all medication. Guidelines will include training requirements for those employees responsible/authorized to monitor medications.

- ii. Administrative control and accountability procedures will require a written record (Medical Log Sheet) providing the name of the SVP Client, count at time medication is received, date, time, name and dosage of medication, together with the name and signature of Contractor's employee witnessing the self-administration of medication.
- iii. All prescribed medication that would show up on a drug screen urinalysis (UA) will be monitored and recorded only by an employee of Contractor who is authorized to monitor medication and to record the administration of medication.
- iv. Contractor will obtain TCCO approval prior to implementation of any "keep on person" (KOP) medication policy, which allows for medications to be kept by the SVP Clients for self-administration. The provider and the formulary policy will determine KOP eligibility. Non-KOP medications will be administered at the Center pill windows or elsewhere as needed.

Stock medication will include essential medications that are on the formulary and that meet criteria for immediate administration. Stock medications will be used for the first forty-eight (48) hours of medication administration until individual medication cards are received.

**t. Secured Medication**

Contractor shall maintain Emergency Drug Boxes at the Center. All medication, except approved KOP medication, will be secured in a suitable locked container subject to TCCO approval. Contractor shall audit control records on a monthly basis.

**u. Medication Upon Release**

SVP Clients shall be provided with a thirty-day (30 day) supply of their medication upon release. In the event a SVP Client is released from the Center without his/her medication, the medication shall be disposed of in accordance with State standards, Texas Administrative Code, Title 37, Part 6, Chapter 195. The disposition of the medication shall be witnessed and documented on the SVP Client's medical log sheet.

**v. Notification of SVP Client Death**

Contractor shall have written policies and procedures for the prompt notification of the SVP Client's next of kin in case of serious illness, surgery, injury, or death. Contractor shall provide immediate notification of a SVP Client's serious illness, surgery, injury, or death to the TCCO. Contractor will not conduct autopsies and will not be responsible for costs associated with autopsies.

**w. Experiments**

Contractor shall not use SVP Clients for medical, pharmaceutical, or cosmetic experiments.

**x. Tracking Medical Requests**

Contractor shall have a policy and procedure, as well as a tracking system that follows a SVP Client's request for health services through triage, offsite health care or hospitalization and ending with the resolution of the SVP Client's health-related issue.

**y. Notification of Client Hospitalization**

Contractor shall provide immediate notification to the TCCO Case Manager regarding a SVP Client's hospitalization.

**12. Community Relationships**

Contractor shall develop and maintain positive relationships with the community, to include neighborhood associations, civic leaders, local law enforcement, local resources, advocacy groups, and other individuals or groups interested in or affected by the operation of the Center. Contractor will develop a community relations board or community advisory council to oversee community relationships and facilitate a meeting of the board at a minimum of twice per year.

**13. Security**

**a. SVP Client Counts**

The Contractor shall develop, implement, document, record and maintain a daily system for physically counting all SVP Clients assigned to the Center to assure real time accounting of each SVP Client. Count procedures shall require nine SVP Client counts within a twenty-four (24) hour period and shall include, at a minimum one (1) random Bed Book Check between the hours of 9:30 p.m. and 6:00 a.m. To ensure accuracy of the count, all movement will cease during count.

**b. Center Security**

The Contractor shall adequately secure the Center at all times to include building, keys, chemicals, cleaners and tools. Contractor shall provide other security equipment to include CCTV cameras, door alarms and metal detectors as well as any other measures deemed appropriate by the TCCO to maintain control of the SVP Clients in residence at the Center.

The CCTV cameras shall be placed to provide perimeter views of the Center as well as inside, where necessary to enhance visibility of SVP Client activity. Cameras shall be operable 24 hours per day. Contractor shall provide written policies on how its staff will monitor the CCTV Cameras and maintain the recordings of the CCTV cameras. Contractor shall provide written policies regarding staff monitoring of CCTV cameras and maintenance of CCTV camera recordings for TCCO approval.

Contractor shall maintain a master tool inventory that will be accessible only to staff. A copy of the inventory shall be maintained by the Facility Administrator or designee. All keys used in the Center shall be secured on a closed key ring with an unique identifier. Staff shall report lost keys to the Facility Administrator. All staff shall keep their keys, to include personal keys and keyless entry devices, on their person or in a locked compartment at all times.

**c. Security Policies and Procedures**

Contractor shall establish written policies and procedures to address the following areas. Contractor's policies regarding the following have been provided to TCCO for review and approval:

- i. Emergency response plans;
- ii. Control of contraband and SVP Client property (including a list of authorized items SVP Clients are allowed to possess);
- iii. SVP Client personal and property searches;
- iv. Incident notification;
- v. Transportation of SVP Clients;
- vi. Use of Force; and
- vii. Post orders for security officers and duty post.

**14. SVP Client Monitoring**

**a. Ingress and Egress Policies and Procedures**

The Contractor shall establish written policies and procedures regarding egress and ingress to the Center and shall provide copies of these procedures to SVP Clients upon intake.

**b. Notification of Outside Transport**

Excluding medical emergencies, Contractor shall notify the TCCO Case Manager at least one working day in advance when a SVP Client is being transported outside the Center via Contractor transport.

**c. GPS Monitoring**

Contractor shall have procedures in place to ensure any SVP Client leaving the Center submits to GPS monitoring prior to the SVP Client's departure.

**d. Exterior Movement**

Contractor understands and agrees that all movement outside the Center with the exception of medical emergencies must be approved in advance by the TCCO case manager.

**e. Sign-in/Sign-out Procedures**

The Contractor shall establish and maintain a transport log for any SVP Client being transported and escorted outside the Center, which shall include:

- i. The SVP Client's complete name and destination to include the name, address and telephone number of the destination;
- ii. The time the SVP Client leaves the Center, the designated SVP Client time to return and the time the SVP Client actually returns to the Center;
- iii. An authorized Center staff member's signature or approved initials; and
- iv. Sign-in/sign-out sheets shall be maintained in a central log.

**f. TCCO Case Manager Notification**

Contractor shall notify the TCCO Case Manager immediately should a SVP Client fail to either arrive at or return to the Center as scheduled, or the SVP Client cannot be located on the Center premises.

## **15. Food Services**

### **a. Policy**

Contractor shall submit a policy regarding Food Services to TCCO for review and approval.

### **b. Wholesome and Nutritious Meals**

The Contractor shall provide wholesome and nutritious meals for all SVP Clients in compliance with the Texas Food Establishment Rules, as well as applicable legislation and Court Orders.

### **c. Menus**

Contractor shall plan all menus in advance and post them in a common area for SVP Clients. Contractor shall submit an annual master menu to TCCO for approval. Contractor has provided a sample annual regular and diet menu to TCCO. Contractor's food services manager or a corporate representative shall develop the master menu for review and approval by a licensed dietician. The licensed dietician shall sign and date the master menu upon approval. Contractor shall ensure food combinations are not regularly repeated. All menus, along with any substitutions, will be reviewed and approved by a registered dietician.

### **d. Dietary Reference Intakes**

All meals shall meet the Dietary Reference Intakes promulgated by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences to include the following:

- i. All meals shall be of sufficient portions to meet the needs of the SVP Client, as outlined by a registered dietician;
- ii. Contractor shall be responsible for preparing and providing three (3) meals per day per SVP Client for the full Contract term; and
- iii. Contractor, with prior approval from TCCO, may serve two (2) meals consisting of brunch and dinner on weekends and Texas state holidays as defined by the legislature. Documented evidence shall be required that all dietary needs are met to TCCO's satisfaction and the hours between meals served do not exceed fourteen (14) hours.

### **e. Special Diets**

Special diets shall be available to SVP Clients as prescribed by appropriate medical or dental personnel and will meet the Recommended Daily Allowance as outlined by the Dietary Reference Intakes promulgated by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences, unless otherwise specified by a physician and/or dentist.

### **f. Religious Diets**

Special diets for SVP Clients whose religious beliefs require the adherence to universally recognized religious dietary laws will be provided.

### **g. Additional Food Service and Commissary**

Contractor shall provide TCCO with a description of any additional food services and commissary services provided for SVP Clients at the Center along with a monthly detailed accounting of all income derived from such services (i.e. commissary, coin operated vending machines). The detailed accounting shall include all approved expenditures, total revenues and the resulting net income from commissary and vending operations. The monthly net income generated from

commissary and vending operations shall be included on the monthly invoice as a deduction from the amount billed to TCCO for Residential Center services. In the event the Contractor had additional revenue or funding sources related (fully or partially) to SVP Clients, any income from these sources shall be allocated to TCCO SVP Clients proportionally and must be accounted for in the same manner described in this section.

## **16. SVP Client Clothing and Necessities**

### **a. General Clothing Requirements**

All clothing will meet the needs of the SVP Client and will accommodate necessary daily wear/usage. SVP Clients shall not be permitted to wear clothing that is similar in color or style to the Center staff uniforms. SVP Clients shall be permitted to keep up to ten (10) changes of clothing and appropriate seasonal outerwear subject to the availability of storage space. A minimum of three (3) complete changes of clothing shall be in the possession of indigent SVP Clients. During intake, Contractor shall instruct SVP Clients to keep all clothing and necessities as clean as possible and not to damage, destroy, or mark any clothing.

### **b. Clothing for Indigent SVP Clients**

Contractor shall provide indigent SVP Clients as defined by TCCO with clothing at no cost to the SVP Client. Clothing provided shall be appropriate for the weather.

### **c. Indigent SVP Clients Released during Cold Weather**

Indigent SVP Clients released from the Center during cold weather will be provided with clothing appropriate for the weather at no cost.

### **d. Toiletries and Hygiene Items**

Indigent SVP Clients shall be provided with all necessary toiletries and hygiene items at no cost.

### **e. Confiscation and Disposition of Property**

Contractor shall have written policies and procedures regarding property confiscation and the disposition of property belonging to SVP Clients who have left the Center without their property.

## **17. Laundry Facilities**

### **a. Availability of Laundry Facilities**

Contractor shall provide operable washers, dryers and detergents for use by SVP Clients at the Center at no cost to the SVP Client.

### **b. Linens Upon Arrival**

Each SVP Client shall be issued clean linen, bath and hand towels upon arrival at the Center. Laundering of linens and clothing shall be in accordance with Contractor's TCCO-approved policies and procedures. No linen deposit fees or usage fees will be charged to SVP Clients.

### **c. Pillows and Mattresses**

Pillows and mattresses shall be sanitized with chemicals before being reissued to a newly received SVP Client or at least every six (6) months if still in the possession of the SVP Client to whom the pillow and/or mattress was issued.

## **18. Essentials**

Contractor shall provide SVP Clients, at no cost, all supplies including, but not limited to: clothing, paper, pencils, building support items and SVP Client living quarter items. Indigent SVP Clients shall be provided at no cost, envelopes and stamps for legal and general correspondence as approved by TCCO in Contractor's correspondence policy.

## **19. Transportation**

- a.** In the event TCCO requires the Contractor to transport a SVP Client to or from a specific destination, TCCO shall reimburse the Contractor based on the Texas Comptroller of Public Accounts' travel policy at: <https://fmx.cpa.state.tx.us/fmx/travel/index.php>.
- b.** Reimbursement shall be per trip, not per SVP Client transported.
- c.** Contractor shall be responsible for providing transportation for a SVP Client upon release from a penal institution, state supported living center, state hospital, county jail, civil commitment court, or other designated pickup point as directed by TCCO.
- d.** Contractor shall attach the mileage reimbursement form to the monthly invoice to obtain reimbursement.
- e.** Contractor shall utilize and maintain a transportation log in each vehicle which shall include, at a minimum: destination, time trip begins and ends, SVP Client's name and number, purpose of trip, and beginning and ending mileage to each point.

## **20. Telecommunications**

### **a. Provision of Telecommunication Equipment**

Contractor shall provide, at its expense, all telecommunications equipment adequate for the operations of the Center.

### **b. Telephone Services for SVP Clients**

Contractor shall provide TCCO with a description of SVP Client phone services for review and approval.

### **c. Income Derived from Telephone Services**

Contractor shall provide TCCO with a monthly detailed accounting of all income derived from SVP Client phone services. The detailed accounting shall include all approved expenditures, total revenues and the resulting net income from SVP telephone services. The monthly net income generated from telephone services shall be included on the monthly invoices as a deduction from the amount billed to TCCO.

### **d. Cell Phones for SVP Clients**

SVP Clients may be permitted to possess and use cell phones in accordance with TCCO policy.

## **21. Information Technology Services**

### **a. Compatible Computer Hardware, Software and Peripheral Devices**

Contractor, in cooperation with TCCO, shall utilize Microsoft Windows compatible computer hardware, software and peripheral devices necessary to connect to an internet service provider.



**b. Billing Software**

Contractor shall utilize software compatible with Microsoft Excel for billing purposes.

**c. Equipment and Service Costs**

Contractor shall be responsible for all equipment and service costs so incurred.

**d. Internet Browser**

Contractor shall utilize the internet browser directed by TCCO to interface with the TCCO case management automated system.

**22. Recreation and Exercise**

The Center has adequate inside and outside areas for recreation, equipment and supplies as outlined in Contractor's proposed policies. Activities that will be available to all SVP Clients include, but are not limited to, volleyball, basketball, handball, soccer, weight machines, table games, table tennis, and television. SVP Clients shall be allowed to use the recreation areas during their leisure time, at the discretion of the Facility Administrator or designee. During inclement weather, Contractor shall provide indoor activities. Rules applicable to the recreation area shall be posted and each SVP Client shall be advised of the rules during intake. SVP Clients who violate recreation rules may be subject to disciplinary action.

**23. Visitation**

**a. SVP Client Visitation**

Contractor shall encourage SVP Clients to maintain ties with authorized professionals, family and friends. Visitation is a critical part of the rehabilitation program. Contractor shall provide all space, furniture, equipment and supervision necessary to implement a visitation program as outlined in Contractor's policies and procedures. Contractor shall submit its visitation policies and procedures to TCCO for review and approval.

Contractor shall provide visitation policies and procedures to all SVP Clients during orientation and the rules and procedures for visitation during intake, to include:

- i. Center address and phone number;
- ii. Directions to the Center;
- iii. Information about local transportation;
- iv. Days and hours of visitation;
- v. Approved dress code;
- vi. Identification requirements for visitors;
- vii. Items authorized in visitation room(s);
- viii. Special rules for children; and
- ix. Special visit procedures.

It is the responsibility of SVP Clients to share visitation policies and rules with their guest(s). Upon arrival, each SVP Client shall submit a visitation list to TCCO for approval. SVP Clients may update their visitation lists in accordance with TCCO policy. Visitation will take place each Saturday and Sunday from 9:00 a.m. to 4:00 p.m. with a minimum of two (2) hours allotted per

visit. Visits longer than two (2) hours shall be permitted subject to the availability of space. Four adult visitors will be permitted per SVP Client at one time. Children under the age of eighteen (18) will only be allowed to visit if approved by TCCO.

Visitors will be required to show identification prior to entry and to comply with all security regulations and rules. Contractor shall monitor all visits to ensure compliance with all rules. The Facility Administrator or designee will determine if an upcoming visit or specific visitor may compromise the safety and security of the Center and will have the authority to deny the visit.

#### **b. Space and Equipment**

Contractor shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program as outlined in Contractor's policy and procedures. The area shall accommodate visitors and provide shelter in inclement weather.

### **24. SVP Client Correspondence**

Contractor shall maintain written policies and procedures governing SVP Client correspondence practices. Policies regarding SVP Client correspondence shall be provided to TCCO for approval.

### **25. Termination of SVP Clients**

In the event a SVP Client poses a physical threat to Contractor's employees and/or other SVP Clients and has committed a criminal offense, the local law enforcement authority will be contacted immediately. Notification under these circumstances (when the SVP Client poses a physical threat) will be immediately provided to the TCCO Case Manager.

### **26. Disciplinary Procedures**

#### **a. Written Policy**

Contractor shall establish written disciplinary procedures which shall be approved in writing by TCCO, to include processing of violations and graduated sanctions that may be imposed. Contractor's proposed disciplinary procedures have been provided to TCCO for review and approval.

#### **b. Limits on Corrective Action and Summary Punishment**

Specific limits on corrective actions and summary punishment shall be established and strictly adhered to in an effort to reduce the potential of staff participating in abusive behavior toward SVP Clients. Limits shall include:

- i. No physical contact by staff shall be made on an SVP client, except as proposed and approved by the TCCO per Contractor's Use of Force policy;
- ii. No profanity, sexual or racial comments shall be directed at SVP Clients by staff;
- iii. SVP Clients shall not be used to impose corrective action on other SVP Clients;
- iv. The severity of the corrective action shall be commensurate with the severity of the infraction; and

- v. The duration of corrective action shall be limited to the minimum time necessary to achieve effectiveness.

**c. Notice of Disciplinary Procedures**

Each SVP Client shall be informed verbally of the disciplinary procedures and provided with a copy of the procedures upon intake/orientation and upon request by the SVP Client.

**d. Notification of SVP Client Violations**

Contractor shall notify TCCO of SVP Client violations and provide a written report.

**e. Processing of Disciplinary Cases and Final Disciplinary Report**

Contractor shall ensure all disciplinary cases are processed to completion within approved policy guidelines. Contractor shall provide a copy of the final disciplinary report to TCCO the next working day.

**f. Master File of all Disciplinary Reports**

Contractor shall maintain a copy of each disciplinary report in the SVP Client's file and also maintain a master file of all disciplinary reports and actions taken at the Center, organized alphabetically and by month.

**27. Grievance Procedures**

**a. Written Grievance Procedures**

Contractor shall have written SVP grievance procedures, approved in writing by TCCO which shall be provided to all SVP Clients during orientation. Contractor's grievance procedures will follow and integrate into TCCO's grievance procedure. Grievance procedures shall be designed to address SVP Client complaints related to any aspect of life at the Center that directly and personally affects the grieving SVP Client. This may include grievances regarding policies, procedures, conditions of the Center or the actions of Center staff.

**b. Availability in English and Spanish**

A written explanation of and instructions for the use of the SVP Client grievance procedures will be readily available to staff and SVP Client. Newly hired staff and SVP Clients will receive a written and oral description of the procedures and a copy of the policy and grievance form. Contractor shall have copies of grievance procedures available in both Spanish and English. The Spanish translation will be provided to Spanish-speaking SVP Clients who are unable to communicate effectively in spoken English. Provisions shall be made for SVP Clients not fluent in English, who have low literacy levels or who have disabilities.

**c. Two-Step Grievance Process**

Contractor shall develop a two-step grievance process.

- i. Step 1 – Grievances will be processed by designated staff and signed by the Security Director. A written response will be provided to the SVP Client. A written response will include the reason for the decision. A signed receipt from the SVP Client indicating receipt of the response will be maintained.

- ii. Step 2 – Contractor’s appeal process shall ensure that each SVP Client wanting to appeal the decision of a Step 1 Grievance is able to file a Step 2 Grievance without fear of retribution. Step 2 Grievances will be processed by the Facility Administrator and will note the review of the grievance, decision and response.

**d. Access to Grievance Forms and Guarantee Against Reprisals**

All SVP Clients may use the grievance procedures regardless of any disciplinary status or other administrative or legislative decision to which they are subject. Retaliation or the threat of retaliation for the use of the grievance procedure shall be strictly prohibited. Any alleged or threatened retaliation will be pursued through the grievance procedure. Appropriate disciplinary action will be taken against any employee found to be in violation of these provisions. All staff and SVP Clients shall be informed that participation in grievance procedures shall not result in any reprisal toward an SVP Client.

Approved grievance forms shall be reasonably available to SVP Clients without staff assistance regardless of their disciplinary status or classification. SVP Clients shall not be required to advise a staff member of the reason the form is sought.

**e. Master File of Grievances Filed and Actions Taken**

Contractor shall maintain a log and master file of all grievances filed which shall include dates received, dates responded, category or type of grievance and actions taken. The grievance log shall be provided to TCCO weekly and upon request. Contractor shall upload all grievances and responses to the TCCO automated case management system within five (5) working days of receipt or completion.

**28. Self-Monitoring**

**a. Evaluation and Monitoring of Center and Its Operation**

Contractor shall establish written policies and procedures to facilitate evaluation and monitoring of the Center and its operation, which will include but not limited to reporting procedures, frequency of reporting, and subject matter reported.

**b. Audit System and Quarterly Reports**

Contractor shall establish an audit system providing quarterly and periodic assessment of required Center operations that shall reveal the degree to which Contractor has complied with said policies and procedures. Contractor shall forward copies of quarterly self-monitoring reports to TCCO no later than the fifteenth (15<sup>th</sup>) of the month following the end of the quarter, utilizing the state fiscal year.

**c. Internal Audits**

Internal administrative audits conducted by Contractor shall exist apart from any external or continuing audit conducted by TCCO or any other agency. Contractor’s Comprehensive Facility Audit System provides comprehensive and continual self-monitoring to ensure contractual compliance and fulfillment of Contractor’s commitment to quality. Contractor’s Senior Director of Management and Operational Support leads the comprehensive audit process which is scheduled for three periods and spans approximately three months.

## **29. SVP Client Rights**

### **a. Access to Courts and Counsel**

Contractor shall ensure that SVP Clients have the right of access to the Court system, including via videoconference, and any attorney licensed in the United States or any legal aid society to raise claims related to their involuntary commitment and the conditions of their confinement. Access to the Court system includes establishing procedures for access to legal counsel and the court system, by telephone and mail, as well as a means for SVP Clients to accomplish legal research and prepare correspondence and legal documents. Contractor shall provide adequate policies, procedures, and means to satisfy this requirement.

**Phone Calls and Conferences:** SVP Clients will be permitted to receive phone calls from their attorneys and to make collect or prepaid calls to their attorneys. SVP Client calls to and from attorneys will not be restricted or monitored. All incoming calls from attorneys as well as onsite attorney visits will be scheduled in a timely manner. Contractor shall provide a private conference area for SVP Clients to meet with their attorneys and/or professional evaluators.

**Library Services:** Library services will include a computer center with a minimum of one computer with printer access for every 30 SVP Clients. SVP Clients will be permitted to sign up in advance for use of legal research computers. SVP Clients shall have access to law library services onsite at the Center utilizing computers loaded with law library software. Law library software shall be loaded on a minimum of one computer for every 100 SVP Clients.

**Copies/Postage/Mail:** SVP Clients requesting copies will present the originals to staff with instruction for required number of copies. Originals and copies will be returned to the SVP Client within 48 hours, not including weekend or holidays. All persons handling SVP Client's legal documents will keep the contents confidential. SVP Clients making copies will be billed at the rate of \$0.15 per page unless they have been determined to be indigent. Indigent SVP Clients will be provided 50 copies per week without charge. They may request additional copies based upon appropriate court needs. Indigent SVP Clients will also be provided envelopes and stamps to mail legal documents in accordance with Contractor's policy. All SVP Clients will be provided sufficient paper, pens and pencils to communicate with their attorneys and the courts.

### **b. Abuse, Neglect, and Exploitation**

Contractor shall protect SVP Clients from abuse, neglect and exploitation and will establish a zero tolerance standard for the incidence of sexual assault with written policies and procedures regarding the reporting, investigation, and prevention of abuse, neglect, exploitation, and sexual assault. Contractor certifies that it has not had any findings, within the last two years, by a federal or state regulatory agency or court holding that Contractor or contractor's staff violated SVP Client rights, committed misconduct toward SVP Clients, abused or exploited SVP Clients.

### **c. Use of Force**

Contractor shall ensure that there are written policies, procedures, and practices that restrict the use of physical force to instances of self-protection, protection of SVP Clients or others or prevention of property damage. In no event shall the use of physical force against a SVP Client be

justifiable as punishment. A written report will be prepared following all uses of force, and promptly submitted to TCCO for review. The application of restraining devices, aerosol sprays, chemical agents, and related security equipment shall only be accomplished by an individual who is properly trained in the use of such devices and only in an emergency situation for self-protection, protection of others or other circumstances as previously described.

### **30. Incident Notification**

Contractor shall notify TCCO of all serious or unusual events (as defined by TCCO) pertaining to the operations and staff. Serious incidents and injury/illness of a life threatening nature will require immediate notification to TCCO and in all cases no later than within one hour. Absconders from the Center will be reported immediately via telephone to local law enforcement and designated TCCO staff. Incidents requiring notification to TCCO include, but are not limited to:

- i. Serious injury/illness of a SVP Client;
- ii. Death of a SVP Client;
- iii. Absconders;
- iv. Threats made by a SVP Client;
- v. SVP Client is at risk of doing harm to himself or others;
- vi. Inappropriate behavior towards staff or other Clients;
- vii. The SVP Client has committed a violation that has criminal intent; or
- viii. Any natural disaster.

### **31. SVP Client Funds**

#### **a. SVP Client Funds and Limits**

Contractor shall have written policies and procedures to govern the operation of any fund established for the SVP Clients, including the amount of money SVP Clients may have on their person. Monies in excess of the Center's allowable limits will be confiscated and placed for the benefit of the SVP Client in the respective SVP Client's account.

#### **b. Accounting of SVP Client Funds**

The accounting of each SVP Client's personal funds held by Contractor will be governed by Generally Accepted Accounting Principles (GAAP).

#### **c. Prohibition of Financial Transactions between SVP Clients and Center Staff**

Contractor shall establish policies and procedures that prohibit financial transactions between SVP Clients, between SVP Clients and non-SVP Clients and between SVP Clients and Contractor's staff.

#### **d. Abandoned SVP Client Funds**

All funds abandoned in the Center by SVP Clients will be deposited with the Texas Comptroller of Public Accounts in accordance with Title 6 of the Texas Property Code.

## **D. Required Reports and Documentation**

### **1. Weekly Treatment Activity Report**

Each Monday, Contractor shall submit a Weekly Treatment Activity Report to TCCO that provides the following information regarding the prior week:

- a. Number of SVP Clients in each tier;
- b. Tier movement;
- c. Names of SVP Clients refusing to participate in treatment and reason;
- d. New arrivals;
- e. Residents in custody;
- f. Mental health caseload; and
- g. Resident worker program participants.

### **2. Weekly Housing Report**

Each Monday, Contractor shall submit a Weekly Housing Report to TCCO that includes individual bunk assignments.

### **3. Resident Alpha Roster**

Contractor shall submit a Resident Alpha Roster upon revision or as requested by TCCO.

### **4. Employee Alpha Roster**

Contractor shall submit an Employee Alpha Roster upon revision or as requested by TCCO.

### **5. Monthly Position Vacancy Report**

Contractor shall submit a Monthly Position Vacancy Report as outlined in Attachment C.

### **6. Updated Policies and Procedures**

Contractor shall submit all policies to TCCO for review and approval prior to implemental and upon revision.

### **7. Monthly Self-Monitoring Reports**

Contractor shall submit Monthly Self-Monitoring reports as outlined in Section IV.C.28.

### **8. Grievance Logs**

Contractor shall submit the Grievance Log to TCCO each Monday as outlined in Section IV.C.27.

### **9. Weekly Group Sex Offender Treatment Report**

Each Monday, Contractor shall submit to TCCO a Weekly Group Sex Offender Treatment Report to include the following information regarding the prior week:

- a. Number of group treatment sessions required;
- b. Number of group treatment sessions completed;
- c. List of all group treatment sessions that were not held, the reason why the session was not held and the date/time the session was made up; and
- d. A copy of all group treatment session attendance rosters.

### **E. Audits by Other Agencies**

Upon receipt of audits, investigations or monitoring reports pertaining to the provision of the services under this Contract that are conducted by agencies or organizations other than the TCCO, the Contractor shall provide copies thereof to the TCCO within thirty (30) Days. The Contractor shall provide to the TCCO copies of responses to audit or monitoring reports within seven (7) Days of issuance. Audit or monitoring reports shall be deemed to include allegations or complaints involving the Center.

### **F. Operational Plan Requirements**

1. The Contractor shall provide for the TCCO's written approval, an Operational Plan that details how operational requirements and standards discussed within this Contract will be met.
2. All curriculums (to include any updates or revisions) must be reviewed and approved by the TCCO prior to implementation.
3. The Contractor shall have policies and procedures that prohibit kickbacks, referral fees, headhunter fees, bounties, and any other related fees in all operations.
4. The Contractor shall provide an Operational Plan that covers the full range of Center operations.
  - a. A policy and procedures operations manual;
  - b. An emergency procedures/security manual for confidential use by the staff supervisors that are employed by the Contractor;
  - c. A fully developed training package to be administered to all the Contractor staff;
  - d. Job descriptions for each position, education and experience requirements, descriptions of job duties, full-time or part-time designation, etc.; and
  - e. Program Budget and Staffing Plan.
5. Any reference to policies, procedures, guidelines, manuals etc. shall be incorporated and submitted hereunder as the Operational Plan and shall comply with the requirements of this Contract. The Contractor shall notify the TCCO in writing of proposed changes in, or additions to, the Operational Plan. Approval must be granted by the TCCO prior to any changes or modifications being implemented. The TCCO will respond to such requests within a reasonable time.
6. The Contractor's positions shall be staffed with qualified employees. The staffing plan shall include, at a minimum:
  - a. Position titles;
  - b. Special qualifications;
  - c. Number of Days covered;
  - d. Identification of shifts;



- e. Identification of direct care staff;
- f. A basic Center floor plan shall be submitted with the proposal, showing approximate locations of all direct care staff; and
- g. The Contractor shall provide job descriptions for specific staff positions identified on the Program Budget and Staffing Plan, of Contractor's Proposal.
  - i. Licensed Sex Offender Treatment Providers (LSOTP) or Affiliate Sex Offender Treatment Providers (ASOTP) shall be licensed by the Council on Sex Offender Treatment.
  - ii. Contractor job descriptions shall include minimum education and experience qualifications, description of job duties and full-time or part-time designation.
  - iii. While the Contractor's minimum education and experience qualifications may vary by job title, the absolute minimum is a high school diploma or GED. The high school diploma shall be from an accredited high school or equivalent.
  - iv. Award of this Contract does not constitute the TCCO's approval of the Contractor's job descriptions but does determine that the job descriptions meet the TCCO's minimum education and experience qualifications.
  - v. Contractor's request for exceptions to the minimum education and experience job description requirements must be in writing. Any exceptions previously granted by the TCCO under a separate or previous contract do not apply to this Contract.

7. The Contractor shall provide architectural drawings, blueprints, floor plans and specifications of the Center to the TCCO.

#### **G. Performance Measures and Associated Remedies**

TCCO shall monitor Contractor's performance under this contract. All services and deliverables under the Contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

#### **H. Inspection and Acceptance of Services**

1. TCCO has the right to inspect and test all services called for by this Contract, to the extent practicable at all times and places during the Contract Term. TCCO shall perform inspections in a manner that will not unduly interfere with the Contractor's performance of services. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable assistance for the safe and convenient performance of these duties.
2. TCCO shall, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the Center, including all financial books and records, maintenance records, employee records including time and attendance records,

and SVP Client records and any and all records and documents generated by the Contractor and its subcontractors in connection with the performance of this Contract.

3. If subject to the outcome of an audit, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to TCCO by the Contractor, then TCCO may exercise its rights of recovery of money owed as authorized in this Contract.
4. If any of the services are non-compliant with the Contract requirements, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have twenty (20) Days to file a written response detailing corrective action(s) taken to address all items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by TCCO, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and TCCO, no further action regarding such items shall be taken. If an item of non-compliance cannot be resolved between the Contractor and TCCO, and such item remains uncorrected for a period of twenty (20) Days or longer after written notification to the Contractor, then such item may be declared to be an Event of Default.

## **I. Inspection of Facilities**

### **1. Center Inspection System**

Contractor shall establish a maintenance program to maintain preserve and keep the Center and equipment in good repair, working order and condition. Inspection cycles are an important component of an efficient maintenance service. Preventative maintenance leading from inspections together with cyclical servicing as advised by the suppliers or required by warranty, can avoid inconvenient and often costly failures. Contractor adopts a maintenance regime that concentrates on planning to avoid the disruption that a substantial amount of breakdown maintenance can cause. A certain amount of responsive and corrective maintenance can be avoided by adopting a system of planned and preventative maintenance.

### **2. Right of Entry**

Contractor shall provide entry at all times by TCCO's authorized employees/agents for inspections, and any other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial departments of the State, as well as any other persons designated by TCCO, will be admitted into the Center at any time.

## **J. Monitoring Criteria**

The TCCO shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract. The Contractor shall cooperate fully with the TCCO in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance.

Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the TCCO. Such monitoring by the TCCO shall not relieve the Contractor of any of its obligations under this Contract.

The TCCO staff shall provide written findings regarding non-compliant conditions, processes, procedures and operations implemented at the Center, and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in this contract.

#### **K. Authority to Audit**

Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.

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

Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.

#### **L. Transition**

##### **1. Detailed Transition Plan**

Contractor shall provide detailed transition procedures in the Operational Plan to be accomplished upon expiration or termination of this Contract and transition to TCCO management or management by a third party. A transition out plan has been provided to TCCO for review, this plan will become part of the operational plan upon approval by TCCO.

##### **2. Transition-Out Procedures**

Upon termination of this Contract, Contractor will work with TCCO under TCCO's supervision for a period of ninety (90) days prior to the expiration of the Contract to ensure the orderly transfer and efficient transition from Contractor's management to either TCCO management or management by a third party. Contractor agrees to do the following:

- a.** During this transition period, Contractor will transfer all SVP Client records, files, logs to TCCO if requested in writing to do so by TCCO; and
- b.** In the event Contractor requires copies of any records after Contract expiration and program management transition, TCCO will furnish copies to Contractor at Contractor's expense.

##### **3. Transition of Records**

TCCO reserves the right to require Contractor, at Contractor's expense, to provide an additional staff member for the sole purpose of overseeing the transition of records and state-owned property and equipment.

- a.** Such Contractor employee shall be assigned ninety (90) days prior to the conclusion of this Contract;
- b.** The employee shall work a shift/schedule to meet the needs of TCCO;
- c.** Contractor's employee shall represent Contractor in all transition activities; and
- d.** In the event Contractor fails to have a representative present during transition inventories, Contractor waives all rights to contest the inventory.

## **M. Certain Prohibitions**

1. Notwithstanding any other section of this Contract, nothing contained herein shall be interpreted to grant to the Contractor the authority to, and the Contractor shall not have any authority to:
  - a. Assign or transfer SVP Clients from the Center; or
  - b. Classify SVP Clients or place SVP Clients in a less restrictive environment than the environment ordered by the TCCO.
2. Provided, however, that this section shall not prevent the Contractor from making recommendations to the TCCO with respect to any of the above without the prior written decision of the TCCO.

## **N. Approval of Employees**

### **1. Upper Level Management Personnel**

Contractor will retain no Upper Level Management personnel for administration of the Center without prior approval of each selection by TCCO, which approval shall not be unreasonably withheld. Contractor understands that Upper Level Management is defined as individuals identified by the Contractor as having the authority to operate, manage and oversee the Center, the staff and the SVP Client population. Contractor has identified Upper Level Management positions under staffing costs, by placing the letters "ULM" next to the position title. Upper Level Management shall be available to respond to emergencies at the Center twenty-four (24) hours a day, seven (7) days a week and to respond to TCCO inquiries.

### **2. Lead Sex Offender Treatment Provider**

The employee or contractor responsible for oversight of the sex offender treatment program on-site at the Center shall be approved for that role by TCCO.

### **3. Clinical Programs Administrator**

The employee or contractor responsible for oversight of the medical and treatment program shall be approved for that role by TCCO.

### **4. Transfer of Employees**

Contractor understands and agrees that, when Contractor transfers any employees, regardless of rank, title, or position to another position, notification of this transfer must be made to TCCO by so indicating on the vacancy reports.

### **5. Pending Investigations and Disciplinary Actions**

Upon request by TCCO, Contractor shall provide the name of the employee and location of transfer, all pending investigations and disciplinary actions, and previous disciplinary actions.

## **V. Billing and Financial Information**

### **A. Billing**

1. The Contractor shall bill the TCCO for each calendar month, one (1) calendar month in arrears, for the amount due for the Center or services, and TCCO shall remit such payments in accordance with the Texas Government Code Chapter 2251, also known as the Prompt Payment Act.
2. The Contractor shall prepare and submit to TCCO's no later than the tenth (10th) Day of the following month, the required monthly billing reports and invoices in TCCO's approved format. The monthly invoice shall include the contract number, the vendor's address, the vendor's telephone number, name of the vendor contact, the vendor's valid Texas Identification Number issued by the Comptroller of Public Accounts, a description of the goods or services and any other relevant information required by the Contract.
3. The Contractor shall attach the mileage reimbursement form to the monthly invoice to obtain reimbursement. In addition, the Contractor shall utilize and maintain a transportation log in each vehicle which shall include, at a minimum: destination, time trip begins and ends, SVP Client's name and number, purpose of trip, and beginning and ending mileage to each point.
4. Contractor shall utilize the software compatible with Microsoft Excel® for billing. The Contractor shall adopt all TCCO forms and form revisions. The Contractor shall provide and maintain proper computer hardware, software and peripheral devices to maintain electronic communication with the TCCO via the Internet.
5. The Contractor shall submit a SVP Client Activity Report (Billing Detail) to TCCO each month with the billing invoice. The SVP Client Activity Report shall contain, at a minimum: the SVP Client name, SID#, date of arrival, date of termination, number of days in the Center for the month, and dollar amount owed for each SVP Client. The date of termination is the last partial Day the SVP Client was at the Center (regardless if the SVP Client departed the Center with or without TCCO's approval). The Contractor shall not bill TCCO for Day of termination. The payment schedule shall be based on the occupancy level determined by the Client Census Report. The Contractor shall not bill TCCO for unoccupied beds.
6. For each SVP Client who did not participate in any sex offender treatment services during the month and Contractor did not take steps to encourage the SVP Client to participate in treatment services as required by TCCO policy, Contractor shall reduce the dollar amount owed on the invoice for that SVP Client by an amount corresponding to the percentage of the per diem related to sex offender treatment services.
7. If a SVP Client is admitted to the hospital, Contractor will only bill TCCO when Contractor employees are required to provide onsite supervision while the SVP Client is hospitalized.

Contractor will ensure TCCO is not billed for the day on which any SVP Client is taken into custody by law enforcement officials, or any day thereafter until the SVP Client returns to the Center.

8. The Contractor must submit to the TCCO a monthly Offsite Medical Expense Report by the fifteenth (15th) day of the month, which provides the total TCCC SVP Client offsite medical care expenses on a cumulative basis for each SVP Client. The report must include separate columns that show by patient/resident the total offsite medical care costs; the offsite medical care costs less than or equal to amount of eight thousand three hundred thirty-three dollars (\$8,333); offsite medical care costs greater than amount of eight thousand three hundred thirty-three dollars (\$8,333); the offsite medical care costs paid by Contractor; the offsite medical care costs paid by TCCO; and the remaining unpaid offsite medical care costs.
9. Services or expenditures submitted by the Contractor that cannot be verified will be disallowed for reimbursement. Illegible or incomplete documentation that cannot be verified will be disallowed.

#### **B. Allowable Costs and Non-Allowable Costs**

1. Contractor shall only be reimbursed for costs that are reasonable, necessary and allowable under state statutes, TCCO policy, and federal cost standards. TCCO shall make the final decision on the allowance or acceptability of a cost.
2. Contractor shall not include costs that are not allowed by the State or any authorized agency, statute, policy, or procedures. Types of non-allowable costs include, but are not limited to, alcoholic beverages, bad debts, fundraising, political lobbying and tobacco products.

#### **C. Payment**

1. It is recommended that the Contractor receive Payments via Electronic Funds Transfer (EFT), also known as Direct Deposit. To receive payments by direct deposit, the Contractor must download and fill out the Direct Deposit Form available at <http://www.window.state.tx.us/directdep/>.
2. Regardless as to whether Direct Deposit is chosen, the Contractor shall submit a completed Direct Deposit Form to the following address:

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

3. In the event the Contractor elects to decline Direct Deposit, the Contractor shall provide a Payment remittance address.

#### **D. Program Budget and Staffing Plan**

Contractor's program budget and staffing plan are incorporated into this contract as Attachment E. Contractor shall provide TCCO with updated program budget and staffing plans prior to the implementation of any changes.

#### **E. Pricing Schedule**

The parties agree to a per diem rate of one hundred twenty-eight dollars and seventy cents (\$128.70) per SVP Client for the term of the contract.

#### **F. Deductions for Unacceptable Compliance**

1. Compliance Standards and deductions are listed in Attachment D of this Contract.
2. The Contractor's failure to meet the listed Compliance Standards shall result in a deduction to the Monthly Contractor Payment. The parties agree to suspend payment adjustment deductions for unacceptable compliance during the period of May 1, 2019 to July 31, 2019 for Compliance Standards 1, 6, 7, 8, 9, and 10.

#### **G. Annual Financial Disclosure Reports**

1. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) or annual financial information such as audited or unaudited reports or most recent tax return submissions and submit to TCCO the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within one hundred twenty (120) Days after the end of the Contractor's Fiscal Year.
2. In the disclosure of its financial affairs, the Contractor agrees to allow TCCO or its representatives access to all its corporate books, to cooperate in any audits thereof and to provide the TCCO with the following:
  - a. Consolidated financial statements, such as are required by GAAP, of the Contractor and its affiliates for such year, setting forth in each case in comparative form the corresponding figures for the preceding Fiscal Year, all in reasonable detail and certified by independent CPA's of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of any Event of Default or event which, with the time or the giving of notice, or both, would constitute an Event of Default or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; or
  - b. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

#### **H. Withholding of Payment**

1. TCCO shall have the right to withhold the Payment until the failures described below have been corrected.

- a. Failure to submit reports required for Compliance Standards listed in Attachment D.
  - b. Failure to respond to audit reports as required by this Contract.
  - c. Failure to meet the deadlines set forth in Section IV.E Audits by Other Agencies.
  - d. Failure to correct identified areas of non-compliance to the satisfaction of TCCO within twenty (20) calendar days upon receipt of written notification.
2. The Contractor agrees that TCCO shall not pay interest to the Contractor for monies so withheld.
3. The Payment withheld shall be released upon TCCO's satisfaction that compliance has been achieved for thirty (30) consecutive days.
4. TCCO shall withhold the final Payment to the Contractor pending TCCO's acceptance by and transfer of State-Owned Property to TCCO.
5. In the event that money is due to TCCO for the Contractor's failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for TCCO to correct deficiencies and replace property will be withheld from the final Payment.
6. With the exception of disputed issues, such withholding of final Payment by TCCO shall not exceed one hundred twenty (120) calendar days from date of Contract termination.



## **VI. General Terms and Conditions**

### **A. Fraud, Waste, or Abuse**

In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds.

If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at <http://www.sao.state.tx.us/>.

The Contractor shall comply with the Texas Comptroller of Public Accounts Anti-Fraud policy found at <http://www.window.state.tx.us/ssv/ethics.html>.

### **B. Criminal History Record Information Compliance**

The parties hereto acknowledge and agree that in order for the Contractor to perform the services contemplated herein, 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 information". Criminal history information 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 criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event TCCO provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20, Part 20, Subpart B, Section 20.21; Section 524 (a) of the Omnibus Crime Control and Safe Streets Act, 42 U.S.C. 3701, et seq., as amended (the "Act"), Texas Government Code, Chapter 411, Section 411.083, and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

1. TCCO hereby specifically authorizes that the Contractor may 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.
2. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.
3. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the services contemplated herein.
4. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to 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.

### **C. Free Exercise of Religion**

Contractor is prohibited from substantially and unduly burdening an employee or SVP Client's Free Exercise of Religion or lack of religion.

#### **D. Subcontracts**

1. The Contractor shall assume full responsibility for all deliverables under this Contract. TCCO shall consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges under this Contract. If any part of the deliverables is planned to be subcontracted, the Contractor shall include a list of all subcontractors, including the firm name, address, and contact person of each subcontractor, a complete description of the deliverables to be subcontracted, financial statements for each subcontractor, and descriptive information concerning each subcontractor's qualifications.
2. Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the contract shall relieve the Contractor of the responsibility for ensuring the requested services are provided. Contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.
3. The Contractor shall not delegate any duties under this Contract to a subcontractor unless TCCO has given written consent to the delegation. TCCO shall approve all subcontractors and to require the Contractor to replace any subcontractor found, in the opinion of TCCO, either initially or based on performance, to be unacceptable
4. The management of any subcontractor shall be the sole responsibility of the Contractor, and failure by a subcontractor to perform shall be deemed to be failure of the Contractor. The Contractor shall make all payments to subcontractors and suppliers. TCCO shall not direct payments for deliverables acquired in connection with this Contract other than to the Contractor, nor shall TCCO release the Contractor from having to perform any obligations under this Contract, notwithstanding the fact that a subcontractor may have been engaged by the Contractor to perform those obligation
5. The Contractor shall provide TCCO with subcontract agreements for any and all subcontracts, including but not limited to the agreement with Texas Tech University Health Sciences Center – Managed Care, the lease agreement with the City of Littlefield, drug testing, polygraph examiners, PPG, and contracted medical services.

#### **E. State Use of Ideas**

TCCO reserves the right to use any and all ideas presented in Contractor's proposal unless the Contractor presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its proposal. Contractor may not object to the use of ideas that are not the contractor's intellectual property and so designated in the proposal that: (1) were known to TCCO before the submission of the proposal; (2) were in the public domain through no fault of TCCO; or (3) became properly known to TCCO after proposal submission through other sources or through acceptance of the proposal.

#### **F. Property of TCCO**

Except as otherwise provided in this contract, all products produced by contractor, including without limitations the proposal, all plans, designs, software, and other contract deliverables, become the sole property of TCCO.

## **G. Indemnification**

### **1. Acts or Omissions**

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TCCO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### **2. Infringements**

A. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TCCO, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE TCCO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

B. CONTRACTOR SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY: (I) USE OF THE PRODUCT OR SERVICE FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED, (II) ANY MODIFICATIONS MADE TO THE PRODUCT WITHOUT CONTRACTOR'S WRITTEN APPROVAL, (III) ANY MODIFICATIONS MADE TO THE PRODUCT BY THE CONTRACTOR PURSUANT TO TCCO'S SPECIFIC INSTRUCTIONS, (IV) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO THE

TCCOS, OR (V) ANY USE OF THE PRODUCT OR SERVICE BY THE TCCO THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT.

- C. IF CONTRACTOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR THE TCCO PROVIDES THE CONTRACTOR WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, CONTRACTOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST THE TCCO, SHALL), AT THE CONTRACTOR'S SOLE OPTION AND EXPENSE; (I) PROCURE FOR THE TCCO THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE, OR (II) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALLY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT THE TCCO'S USE IS NON-INFRINGEMENT.
- 3. Taxes/Workers' Compensation/Unemployment Insurance - Including Indemnity**
- a. CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL CUSTOMER.
- b. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

CONTRACTOR AND THE TCCO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**H. Texas Public Information Act**

Pursuant to Gov. Code 2252.907 state governmental entities include the following language in their contracts: “Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.” In addition to this recommended language, the Comptroller also advises that in order to comply with the new statutory requirements, each state governmental entity should supplement this provision with the additional terms agreed upon by the parties regarding the specific format by which the vendor is required to make the information accessible by the public.

## **VII. Termination**

### **A. Delay of Services**

The Contractor shall meet its obligations to commence services at the Center within the time frames defined by the Contract. In the event the Contractor fails to meet those time frames as defined by the Contract, absent extensions from TCCO, TCCO will have the right to obtain the services from another source and charge the cost thereof to the Contractor for each Day that services are not performed due to delays caused by the Contractor's nonperformance. TCCO will provide written notification to the Contractor by certified mail, return receipt requested, of the charges which will include the date of imposition and the amount that has accrued daily as of the date of the notification.

### **B. Termination for Convenience**

1. TCCO may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with ninety (90) days prior written notice of such termination. Such notice may be provided by facsimile or certified mail, return receipt requested.
2. Contractor shall have the right to terminate this agreement without cause upon one hundred twenty (120) days written notice to TCCO or a sooner mutually agreed upon date. Such notice may be provided by facsimile or certified mail, return receipt requested.

### **C. Termination by Mutual Agreement**

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

### **D. Event of Default – Termination**

TCCO shall notify the Contractor in writing of any failure or default if the Contractor fails to carry out or comply with any requirements of this Contract (including but not limited to any statement, representation or warranty in this Contract that is false, misleading, or erroneous in any material respect). TCCO's notification shall demand that the failure or default be remedied within ten (10) Working Days. TCCO shall have the right to cancel this Contract upon ten (10) Working Days written notice if the contractor fails to remedy such failure or default with the ten (10) Working Day period.

### **VIII. Attachments**

Attachment A – Overview of the Sex Offender Treatment Program;

Attachment B – Reports Required from Contractor;

Attachment C – Monthly Position Vacancy Report;

Attachment D – Compliance Standards;

Attachment E – Final Cost Sheets;

Attachment F – Revenue Identification Form;

Attachment G – Staffing Plan;

TCCO Uniform Terms and Conditions