

TEXAS CIVIL COMMITMENT OFFICE



This contract, number SA-17-0001, is entered into by and between the Texas Civil Commitment Office (TCCO) ("the Office"), an agency of the State of Texas, and Virginia Elam-Manning ("Contractor"), an Individual, (collectively, "the Parties").

1. **Purpose of the Contract.** The Office agrees to purchase, and Contractor agrees to provide, services and/or goods to the eligible populations as described in the Notice of Open Enrollment OE #529-17-0128, Substance Abuse Services for Civilly Committed Sex Offenders.

2. **Total Amount of the Contract.** The total amount is \$25,000 for the term of the contract, not to exceed \$5000 per fiscal year, and the payment method shall be as specified in the Open Enrollment Solicitation.

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

4. **Term of the Contract.** This Contract begins on the date of execution through August 31, 2022. TCCO may, at its sole discretion, renew a contingency contract after the initial term. Contracts may be renewed up to four additional one-year period contract terms. Renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor during the contract period. TCCO is not responsible for payment under this Contract before both parties have signed the Contract.

5. **Termination.** This Contract may be terminated by mutual written agreement of both Parties. Either Party may terminate this Contract by giving the other Party thirty (30) days written notice of its intent to terminate. Written notice may be sent by any method which provides verification of receipt and the thirty (30) days will be calculated from the date of receipt. This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract. Upon termination of all or part of this Contract, TCCO and the Contractor will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

6. **Authority.** TCCO enters into this Contract under the authority of Title 11, Health and Safety Code, Chapter 841. If this is a professional services contract authority is also granted through Professional Services Procurement Act, Texas Government Code, §§2254.001-2254.005, Health and Safety Code, §12.0121, and 25 Texas Administrative Code, §1.181; and Contractor shall perform "professional services" within the meaning of that term as defined in the above.

7. **Documents Forming Contract.** The Contract consists of the following:

- a. Core Contract (this document);
- b. Solicitation Document, Notice of Open Enrollment OE #529-17-0128 Substance Abuse Services for Civilly Committed Sex Offenders, including Forms A through I; and
- c. Contractor's Response(s) to the Solicitation Document(s).



Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by TCCO and Contractor and incorporated herein.

8. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Solicitation Document and then Contractor's response to the Solicitation Documents, if any.

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

Virginia Elam-Manning
2626 South Loop West, Suite 650 H
Houston, Texas 77054-5628

10. **Entire Agreement.** The parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named Party.

TEXAS CIVIL COMMITMENT OFFICE

By: Marsha McLane
Signature of authorized Official

9-18-17
Date

Marsha McLane

Executive Director
Texas Civil Commitment Office

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

Telephone: 512-341-4421

Email: marsha.mclane@tcco.texas.gov

Virginia Elam-Manning

By: Virginia Elam Manning
Signature

9/12/2017
Date

Virginia Elam Manning - CEO,
Print Name and Title Professional

2626 S. Loop W. Suite 650 H
Address Counselor

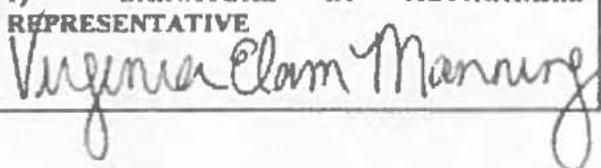
Houston, TX 77054
City, State, Zip

(281) 904-6483
Telephone

ginmanconsulting@
E-mail Address gmail.com

FORM A: FACE PAGE

Texas Civil Commitment Office
 Substance Abuse Services Open Enrollment # 529-17-0128

APPLICANT INFORMATION	
1) LEGAL NAME: Virginia Elam- Manning	
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): 2626 S. Loop W, Suite 650F Houston, Texas 77054-5628 Harris County	
3) PAYEE Mailing Address, including 9-digit zip code (if different from above): same	
4) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID No. (14-digit) or if an individual, Social Security Number (9-digit) : [REDACTED] DUNS Number (9-digit) required if receiving federal funds: <small>*The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</small>	
5) TYPE OF ENTITY (check all that apply):	
<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other Political Subdivision <input type="checkbox"/> State Agency <input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Nonprofit Organization* <input type="checkbox"/> For Profit Organization* <input checked="" type="checkbox"/> llUB Certified <input type="checkbox"/> Community-Based Organization <input type="checkbox"/> Minority Organization <input type="checkbox"/> Faith-based Organization
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> FQHC <input type="checkbox"/> State Controlled Institution of Higher Learning <input type="checkbox"/> Hospital <input type="checkbox"/> Private <input type="checkbox"/> Other (specify): _____	
*If incorporated, provide 10-digit charter number assigned by Secretary of State:	
6) List all counties Contractor can serve and the number of SVP clients Contractor can serve Harris County- 50-60	
7) Willing to travel: <input checked="" type="checkbox"/> yes or <input type="checkbox"/> no	
7) PROJECT CONTACT PERSON	
Name: Virginia Elam- Manning Phone: (281)904-6483 Fax: (866)319-9168 E-mail: ginmanconsulting@gmail.com	
8) AUTHORIZED REPRESENTATIVE Name: Virginia Elam- Manning Title: CEO- Professional Counselor	9) SIGNATURE OF AUTHORIZED REPRESENTATIVE 

Phone: (281)904-6483
Fax: (866)319-9168
E-mail: ginmanconsulting@gmail.com

10) DATE
7 31 17

FORM B: Open Enrollment Application Checklist

Texas Civil Commitment Office
Substance Abuse Services Open Enrollment

Each Enrollment Application Must Contain the Following Completed Items:

Document	Check (✓), if included
FORM A: TCCO Face Page – Signature Required	X
FORM B: Open Enrollment Application Checklist	X
FORM C: Additional Licensed Chemical Dependency Counselors	X
FORM D: Vendor Information Form – Signature Required	X
FORM E: Copy of the current Texas Substance Abuse Treatment Provider or Licensed Chemical Dependency Counselor License: Documentation reflecting recognition by respective licensing board	X
Form F: Pricing	X
Form G: Child Safety Zone Certification	X
Form H: Copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance	X
Form I: Resume(s)	X

**FORM C: Additional Licensed Chemical Dependency Counselors (LCDC) or Qualified
 Credential Counselor (QCC)**

Legal Name of Contractor: Virginia Elam- Manning

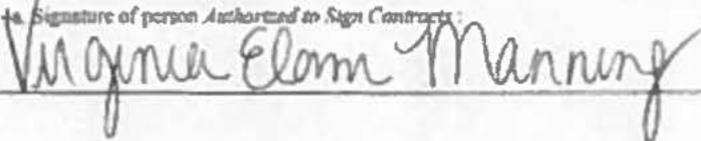
This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Provider:	<u>Virginia Elam- Manning</u>	Mailing Address (incl. street, city, county, state, & zip):
Areas:	<u>Harris County</u>	<u>2626 S. Loop W. Suite 650H</u>
Phone:	<u>(281)904-6483</u>	<u>Houston, Texas 77054</u>
Fax:	<u>(866)319-9168</u>	
E-mail:	<u>ginmanconsulting@gmail.com</u>	
Provider:	<u>NA</u>	Mailing Address (incl. street, city, county, state, & zip):
Areas:		
Phone:	<u>Ext.</u>	
Fax:		
E-mail:		
Provider:		Mailing Address (incl. street, city, county, state, & zip):
Areas:		
Phone:	<u>Ext.</u>	
Fax:		
E-mail:		
Provider:		Mailing Address (incl. street, city, county, state, & zip):
Areas:		
Phone:	<u>Ext.</u>	
Fax:		
E-mail:		
Provider:		Mailing Address (incl. street, city, county, state, & zip):
Areas:		
Phone:	<u>Ext.</u>	
Fax:		
E-mail:		

Copies of Texas Substance Abuse Treatment Provider/Licensed Chemical Dependency Counselor License, and documentation of recognition by respective licensing board must be included for all substance abuse services.

Add additional pages if necessary.

Form D: Vendor Information Form

1a. Legal name of Other Party (OP) as it appears on documentation from IRS, Comptroller, or Secretary of State. This is the name that will appear on the contract document either as "Contractor" or by name. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney. Virginia Elam- Manning	
1b. OP Address (Include Street and Mailing Addresses, City, County, State and Zip Code): 2626 S. Loop W. Suite 650H, Houston, Texas 77054, Harris County	
1c. PAYEE Name and Mailing Address (as it should appear on financial instruments and remittances): Virginia Elam- Manning, 2626 S. Loop W. Suite 650H, Houston, Texas 77054	
1d. Federal Employer Identification No. (FEIN) (9 digit), name and Social Security Number (SSN), if individual, or State of Texas Comptroller Vendor Identification No. (14 digit). Virginia Elam- Manning [REDACTED]	
NOTE: "The contractor acknowledges, understands and agrees that the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests."	
1e. Mail code, if known (3 digits):	
2. TYPE OF ENTITY (enter appropriate letter in box): <input checked="" type="checkbox"/> J Is your entity certified as a HUB? X Yes <input type="checkbox"/> No A. City or County (Governmental Entity) F. Texas Non-profit Corporation* I. Sole Proprietor M. Out-of-State Corp B. State Agency G. Texas For Profit Corporation* J. Individual N. Other*** C. State Institution of Higher Learning H. Professional Association* K. Partnership** D. Other Political Subdivision L. Regular Association L. Limited Partnership**	
*Please provide 10-digit charter or file number assigned by the Secretary of State: <u>609294959</u>	
** Please provide the name and SSN or FEIN of each partner. NA _____	
***If "Other", specify: _____	
3a. Legal name of person or entity authorized to contract with Department of State Health Services. Virginia Elam- Manning	
3b. Typed Name & Title of Person Authorized to Sign Contracts: Virginia Elam- Manning- CEO, Professional Counselor	3b. Telephone (281)904-6483
3c. Typed Name & Title of Contact Person (Contract Documents and Correspondence): Virginia Elam- Manning	3c. Telephone (281)904-6483
3d. Contact Person's E-mail Address <u>gimmenconsulting@gmail.com</u>	
4a. Signature of person Authorized to Sign Contracts: 	4b. Date 7/31/17

**Form E: Texas Licensed Substance Abuse Treatment Provider, Licensed
Chemical Dependency Counselor (LCDC) or Qualified Credential
Counselor (QCC)**

Contractor must use this space to attach a copy of Texas Licensed Substance Abuse Provider or Licensed Chemical Dependency Counselor/QCC License; Documentation reflecting recognition by respective licensing board.

*Copies of Licensed Texas Substance Abuse Provider or Licensed Chemical Dependency Counselor/QCC License and documentation of respective licensing board recognition must be included for all Substance Abuse Service providers. Add additional pages if necessary.



Texas Department of State Health Services

DOES HEREBY CERTIFY THAT

Virginia B. Flam-Manning

meets the qualifications established in Texas Occupations Code, Chapter 504, to practice the profession of
(chemical) dependency counseling and is authorized to employ the title

Licensed Chemical Dependency Counselor

in the State of Texas

Display this card with your certificate

This card is not valid unless it is accompanied by the certificate and is renewed according to



Texas Department of State Health Services

License Number 11628

Effective 06-05-2011

INVALID WITHOUT CURRENT
RENEWAL CARD

For this card to remain valid, it must be a

Current Chemical Dependency Counselor

Virginia B. Flam-Manning

License Number: 11628
Board Number: 3471

Expires 06/01/2016

Virginia B. Flam-Manning
Counselor Supervisor

John Hollenback, M.D., Commissioner of Health

Form F: Pricing

Texas Civil Commitment Office
Substance Abuse Services
Open Enrollment Application

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

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

Travel Rates based on State Travel rates at:

<https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>

Form G: Child Safety Zone Certification

Texas Civil Commitment Office
Substance Abuse Services
Open Enrollment Application

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

Virginia Elam- Manning
2626 S. Loop W. Suite 650H
Houston, TX 77054

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

Virginia Elam- Manning
Authorized Signature

Virginia Elam- Manning
Name

CEO- Professional Counselor
Title

7/31/17
Date

***CHILD SAFETY ZONE** The 1,000-foot buffer zone that must be maintained between sex offenders and any premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, or public swimming pools. Any area within 1,000 feet of these types of premises is considered a child safety zone, unless modified by TCCO. TCCO shall provide the contractor written notice of any approved modification to the distance requirement.

Note: This form is required to be completed for each location providing Services under this contract.

FORM I: Resume(s) and Substance Abuse Treatment Modality to be Used
Texas Civil Commitment Office
Substance Abuse Services
Open Enrollment Application

Contractor must use this space to attach a copy of resume(s) and substance abuse treatment modality.

Virginia Manning

2626 S Loop W, Suite 650H, Houston, Texas 77054
(281)904-6403
ginmanconsulting@gmail.com

OBJECTIVE

To provide opportunities for others to successfully obtain a career ready, productive and responsible lifestyle.

EDUCATION

- Lamar University, Beaumont, Texas
Master of Education in Educational Administration, May 2011
Master of Education in Counseling and Development, May 2009
Bachelor of Arts, Sociology, May 2004
Bachelor of Arts, English, May 2000

PROFESSIONAL SKILLS

- * Successful educational and career assessments of needs identification and development
- * Ability to create strong, collaborative, positive relationships
- * Knowledge of special populations and guidance programs

EMPLOYMENT HISTORY

- School Counselor (July 2015- present)**
Houston Independent School District
6259 Beverly Hill, Houston, Texas 77057 (713) 787-1700
 - * Provide academic and career guidance
 - * Create academic schedules
 - * Crisis interventionist
- English Language Arts Instructor (August 2014- May 2015)**
Houston Independent School District
6295 Beverly Hill, Houston, Texas 77057 (713) 787- 1700
 - * Prepare 130+ students to achieve career readiness
 - * Assist ESL students in obtaining skills necessary to master English
- Senior Substance Abuse Counselor (April 2013- August 2014)**
The BES Group
4002 Burke Rd. Suite 300, Pasadena, Texas 77504 (713)935-9990
 - * Evaluated clients for appropriate clinical programs
 - * Facilitated relapse prevention counseling
- Substance Abuse Counselor (September 2011- April 2013)**
The Turning Point, Inc.
10175 Harwin Drive, Houston, Texas 77036 (713)773-3280
 - * Conducted comprehensive assessments within guidelines
 - * Performed individualized case management and counseling services

LICENSURES

Licensed Professional Counselor- Supervisor
Licensed Chemical Dependency Counselor

PROFESSIONAL AFFILIATIONS

National Alliance on Mental Illness
Texas Counseling Association

Houston LPC Association
Houston Counseling Association

SUBSTANCE ABUSE TREATMENT MODALITY:

1. Cognitive Behavioral Therapy
2. Motivational Interviewing



TEXAS

Health and Human Services

Charles Smith, Executive Commissioner

**Open Enrollment
For**

**SUBSTANCE ABUSE SERVICES FOR
CIVILLY COMMITTED SEX OFFENDERS**

Enrollment Number: *529-17-0128*

Enrollment Period Opens: *07/21/2017*

Enrollment Period Closes: *08/31/2022*

**NIGP Class/Item Code:
952-05**

TABLE OF CONTENTS

1.	GENERAL INFORMATION	4
1.1.	SCOPE.....	4
1.2.	POINT OF CONTACT.....	4
1.3.	PROCUREMENT SCHEDULE.....	4
1.4.	BACKGROUND.....	5
1.5.	ELIGIBLE APPLICANTS.....	5
1.6.	STRATEGIC ELEMENTS.....	7
1.7.	AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS OPEN ENROLLMENT.....	9
1.8.	DELIVERY OF NOTICES.....	9
2.	STATEMENT OF WORK.....	10
2.1.	SCOPE OF WORK.....	10
2.2.	ADMINISTRATIVE DUTIES AND OBLIGATIONS.....	12
2.3.	SERVICE SITES.....	14
2.4.	SECURITY OF RECORDS AND DISCLOSURE OF INFORMATION.....	15
2.5.	PROGRAM REQUIREMENTS.....	15
2.6.	PERFORMANCE MEASURES.....	16
2.7.	TERMINATION.....	17
3.	PAYMENT.....	18
3.1.	PAYMENT.....	18
3.2.	INVOICING PROCESS FOR SUBSTANCE ABUSE SERVICES.....	19
4.	HISTORICALLY UNDERUTILIZED BUSINESSES (HUB).....	21
5.	INFORMATION AND SUBMISSION INSTRUCTIONS.....	22
5.1.	OPEN ENROLLMENT CANCELLATION/PARTIAL AWARD/NON-AWARD.....	22
5.2.	RIGHT TO REJECT APPLICATIONS OR PORTIONS OF APPLICATIONS.....	22
5.3.	JOINT APPLICATIONS.....	22
5.4.	WITHDRAWAL OF APPLICATIONS.....	22
5.5.	COSTS INCURRED.....	22
5.6.	APPLICATION SUBMISSION INSTRUCTIONS.....	22
5.7.	ORGANIZATION OF (ELECTRONIC OR PAPER) SUBMISSION OF APPLICATION.....	23
6.	ELIGIBILITY DETERMINATION.....	25
6.1.	INITIAL COMPLIANCE SCREENING.....	25
6.2.	UNRESPONSIVE APPLICATIONS.....	25
6.3.	CORRECTIONS TO APPLICATION.....	25
6.4.	ADDITIONAL INFORMATION.....	25
6.5.	METHOD OF ALLOCATION.....	26
6.6.	DEBRIEFING.....	26
6.7.	PROTEST PROCEDURES.....	26
7.	GLOSSARY.....	27
8.	ATTACHMENTS AND FORMS.....	33
	FORM A: FACE PAGE.....	34
	FORM B: OPEN ENROLLMENT APPLICATION CHECKLIST.....	37
	FORM C: ADDITIONAL LICENSED CHEMICAL DEPENDENCY COUNSELORS (LCDC) OR QUALIFIED CREDENTIAL COUNSELOR (QCC).....	38
	FORM D: VENDOR INFORMATION FORM.....	39

FORM E: TEXAS LICENSED SUBSTANCE ABUSE TREATMENT PROVIDER, LICENSED CHEMICAL DEPENDENCY COUNSELOR (LCDC) OR QUALIFIED CREDENTIAL COUNSELOR (QCC).....	40
FORM F: PRICING.....	41
FORM H: PROFESSIONAL MALPRACTICE INSURANCE POLICY OR ERRORS AND OMISSIONS INSURANCE.....	43
FORM I: RESUME(S) AND SUBSTANCE ABUSE TREATMENT MODALITY TO BE USED.....	44
9. APPENDICES.....	45
APPENDIX A: GENERAL PROVISIONS.....	46
APPENDIX B: TCCO TERMS AND CONDITIONS.....	56

1. GENERAL INFORMATION

1.1. Scope

The State of Texas, by and through the Texas Civil Commitment Office (TCCO) with the administrative support of Texas Health and Human Services Commission (HHSC), seeks *to provide substance abuse services for civilly committed sex offenders* in accordance with the specifications contained in this open enrollment.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Stefanie Jackson, CTPM
Procurement and Contracting Services (PCS)
Texas Health and Human Services Commission
1100 W. 49th Street, Mail Code 2020
Austin, TX 78756
Stefanie.Jackson@hhsc.state.tx.us

Applicants must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2 by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	07/21/2017
Open Enrollment Period Closes	2:00 PM CST 8/31/2022
HHSC Post Awards to <u>Electronic State Business Daily (ESBD)</u>	<i>As contracts are executed</i>
Anticipated Contract Start Date	<i>Upon Contract Execution</i>

1.4. Background

1.4.1. Overview of the Health and Human Services Commission (HHSC)

The Texas Civil Commitment Office (TCCO) is an independent state agency responsible for providing supervision and treatment to sex offenders that have been civilly committed pursuant to Chapter 841 of the Texas Health and Safety Code. TCCO is administratively attached to the Health and Human Services Commission (HHSC).

Since 1991, the HHSC has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Charles Smith, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

1.5. Eligible Applicants

Eligible applicants include licensed substance abuse treatment providers/Licensed Chemical Dependency Counselors (LCDC) and or Qualified Credential Counselors (QCC) with the State of Texas who have experience conducting substance abuse screenings/assessments and treatment. Applicants with experience in conducting substance abuse services to sex offenders are preferred.

To be eligible to apply for a contract and receive an award through this open enrollment,

1.5.1. Applicant must be established as a licensed substance abuse treatment provider, LCDC or a QCC as described in the paragraph above, under state statutes and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the Open Enrollment.

1.5.2. Applicant must have a Texas address. A post office box may be used when the enrollment application is submitted, but the applicant must conduct substance abuse services at a physical location in Texas prior to the date that the contract is awarded.

1.5.3. Applicant must be an entity/individual free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:

http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

1.5.4. Applicant must be free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this Open Enrollment if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:

<https://www.sam.gov/portal/public/SAM;>

1.5.5. Applicant must be authorized as a public or private entity to do business in Texas with the Secretary of State: [https://direct.sos.state.tx.us/acct/acct-login.asp;](https://direct.sos.state.tx.us/acct/acct-login.asp)

1.5.6. Applicant must be free from negative reports in the Vendor Performance Tracking System on the Centralized Master Bidders List (CMBL):

[https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp;](https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp) and

1.5.7. Applicant must provide a copy of each Licensed Substance Abuse Treatment Provider/LCDC/QCC's current Texas license and documentation of respective licensing board. The LCDC/QCC license and any license renewal by the respective licensing board shall remain in effect through the contract period and any renewal period.

1.5.8. Applicants must provide a copy of a current resume reflecting experience conducting substance abuse services to sex offenders or clients with felony convictions.

1.5.9. Applicant must maintain professional malpractice insurance in accordance with the current standards established by the provider's applicable professional licensing board. Professional malpractice insurance must be maintained by Substance Abuse Treatment Provider, LCDC or QCC during the term of this contract; refer to Form H. The Applicant shall disclose to TCCO the amount of professional malpractice insurance the Substance Abuse Treatment Provider maintain and the insurance company with whom they carry the policy. The Applicant shall submit to TCCO a copy of the declaration page of each Substance Abuse Treatment Provider "Professional Malpractice Insurance" policy or "Errors and Omissions Insurance" policy.

The Applicant must submit to TCCO changes to the Licensed Substance Abuse Treatment Provider or LCDC/QCC policy of professional malpractice insurance including, but not limited to, insurance renewal information or policy expiration or termination information and the reasons for such expiration or termination of the policy.

Except as expressly provided in Section 1.5 above, applicant is not considered eligible to apply unless the applicant meets the eligibility requirements to the stated criteria listed above at the time the enrollment application is submitted. Applicant must continue to meet these conditions throughout the selection and funding process. TCCO expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the applicant's eligibility to compete for the contract award.

1.6. Strategic Elements

1.6.1. Contract Type and Term

TCCO will award one or more contingency Contracts for substance abuse services. The initial resulting Contract term will be the date of execution through August 31, 2022. TCCO reserves the option to amend the term of the resulting Contract for up to four (4) additional one-year period contract terms.

Renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor during the prior contract period.

1.6.2. Contract Elements

The term “Contract” means the Contract awarded as a result of this enrollment and all exhibits thereto. The term “Contractor” means a successful applicant.

At a minimum, the following documents will be incorporated into the Contract: this Open Enrollment and all attachments and exhibits; any modifications, addendum or amendments issued in conjunction with this Open Enrollment; TCCO Term and Condition outlined in Package 2; the Data Use Agreement for Contractors who access agency confidential information and who are not exempt (https://www.hhsc.state.tx.us/about_hhsc/BusOpp/data-use-agreement.pdf); and the successful Applicant’s application.

1.6.3. Security and Privacy Initial Inquiry (SPI)

The Applicant must submit the Information Security and Privacy Initial Inquiry (SPI) form with their Application to this open enrollment. SPI form can be found in a separate package.

1.6.4. Right to Amend or Withdraw Open Enrollment

TCCO reserves the rights to alter, amend, or modify any provisions of this Open Enrollment or to withdraw this Open Enrollment at any time prior to the execution of a contract if it is in the best interest of TCCO and the State of Texas. The decision of TCCO is administratively final. Amendment or notice of withdrawal of the Open Enrollment will be posted to the ESBD.

1.6.5. Authority to Bind TCCO

For the purposes of this Open Enrollment, TCCO Board and Executive Director are the only individuals who may legally commit TCCO to the expenditure of public funds under the contract. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

1.6.6. Exceptions

Any exceptions to the requirements in the Open Enrollment will be specifically detailed in writing by the Contractor. TCCO will accept or reject each proposed exception. TCCO reserves the right to adjust the funding allocation to Contractors pursuant to the terms of the contract.

1.6.7. Contracting With Subcontractors

The Contractor may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract. All Subcontractors shall meet the same licensing requirements as the contractor. No subcontract may be entered into unless TCCO provides prior written approval, which approval may not be unreasonably withheld. If a Subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized TCCO representative. The Contractor shall submit a written request with supporting documentation for approval, to TCCO as soon as possible. The Contractor shall furnish to TCCO copies of all subcontracts, without regard to amount of annual payments. Any arrangement by the Contractor with an affiliate or member company to provide services shall be subject to the subcontractor provisions of this Section. No contractual relationship shall exist between TCCO and any subcontractor and TCCO shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor. The Contractor shall be responsible for the management of the Subcontractors in the performance of their work. A Subcontractor shall not be included in contract awards, renewals, audit or any other discussions except at the request of TCCO.

Unless waived in writing by TCCO, the subcontract shall contain the following:

An acknowledgement that the subcontract is subject to the contract between TCCO and the Contractor (the "Master Contract").

- The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to TCCO under the Master Contract.
- TCCO's approval of a Subcontract does not relieve the Contractor of its duty to perform under the Master Contract.

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

1.7. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the ESBD. HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the ESBD. Applicant must check the ESBD frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment should be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.8. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2 of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

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2. STATEMENT OF WORK

2.1. Scope of Work

2.1.1. TCCO clients are sex offenders that have been civilly committed pursuant to the Texas Health and Safety Code, Title 11, Chapter 841. The clients have been adjudicated to be sexually violent predators (SVPs) that suffer from a behavioral abnormality which makes it likely that the client would engage in repeated predatory acts of sexual violence. The clients have a history of at least two convictions for a sexually violent offense and have been released from prison to TCCO's supervision and treatment.

2.1.2. TCCO requires a qualified Substance Abuse Treatment Provider, LCDC, or QCC to provide substance abuse services (hereinafter referred to as Services) for civilly committed clients (hereinafter referred to as Clients) which may include the following: Substance Abuse Screening/ Assessment, Psychoeducation and Treatment to include individual and group session using an evidence based treatment modality. The LCDC shall conduct a face-to-face interview, and other appropriate assessments and techniques to aid TCCO in serving the SVPs with identified substance abuse issues. Upon completion of Substance Abuse Services, the Licensed Substance Abuse Treatment Provider or the LCDC/QCC shall be available to provide expert testimony in court as needed. TCCO will require a client sign in sheet for all substance abuse treatment groups. All documentation shall be factual and accurate with all documents dated and authenticated by the person responsible for the content as indicated in Texas Administrative Code, Title 25, Part 1, Chapter 448, Subchapter E, Rule 448.507 General Documentation Requirements (b) and (c).

2.1.3. TCCO is seeking services statewide with the most need at present in Dallas, Harris, Lamb, Lubbock, Tarrant and Travis counties.

2.1.4. The Contractor must provide the Services in accordance with applicable federal and state law, including all constitutional, legal, and court ordered requirements whether now in effect or hereinafter implemented. The contractor must comply with TCCO policies, procedures, and regulations during the term of the contract. Contractors providing substance abuse services at their own treatment locations must comply with all applicable local and state standards, codes, and regulations including zoning, fire, health, and sanitation.

2.1.5. The Contractor shall accept all referrals made by TCCO. Should a substance abuse treatment Contractor have a just cause for rejecting a referral, the Contractor shall submit a written request to designated TCCO management for review and consideration. The referral rejection request shall note the client's name, the assigned case manager and the substance abuse treatment provider's recommendation or plan on how the client will receive the required substance abuse treatment. Referral rejection requests must be received by designated TCCO management no later than three (3) business days of the date and time the referral is received.

2.1.6. TCCO shall refer clients for substance abuse services to the Contractor in accordance with TCCO policy. The contractor shall schedule the substance abuse screening/ and assessments within five (5) working days of the date of referral.

2.1.7. The Contractor shall provide TCCO with the outcome of the screening/assessment within three (3) working days of the completion as required by the Texas Administrative Code Title 25 Part 1 Chapter 448. The Contractor shall use the following format in the completion of a comprehensive substance abuse screening/ assessment.

- Client's name;
- State Identification (SID) number; date of evaluation;
- Presenting problems resulting in the need for treatment;
- Alcohol and other drug use;
- Psychiatric and chemical dependency treatment;
- Medical history and current health status;
- Relationship with family;
- Social and leisure activities;
- Education and Vocational training;
- Employment history;
- Legal problems;
- Mental/emotional functioning;
- Strengths and weakness; and
- A comprehensive diagnostic impression using the DSM Axes I, IV, and V at a minimum and Axes II and II as allowed by the QCC's license and scope of practice

2.1.8. The Contractor shall submit the initial substance abuse treatment plan to TCCO within five (5) calendar days of the assessment being completed as required by the Texas Administrative Code Title 25 Part 1 Chapter 448. The initial treatment plan shall include:

- Client's name;
- State Identification (SID) number; date of evaluation;
- Substance use behavior or treatment records, including any information obtained from treatment providers or collateral contacts;
- Treatment goals, objectives, and strategies;
- Goals shall be based on the client's problems/needs, strengths, and preferences;
- Objectives shall be individualized, realistic, measurable, time specific, appropriate to the level of treatment and clearly stated in behavioral terms;
- Strategies shall describe the type and frequency of the specific services and interventions needed to help the client achieve the identified goals;
- Identify discharge criteria and include initial plans for discharge;
- Projected length of treatment;
- Signature of both client and counselor; and
- Evaluation on a regular basis and revised as needed to reflect the ongoing reassessment of the client's problems, needs and response to treatment.

2.1.9. The Contractor shall conduct substance abuse treatment that ensures client access to a full continuum of care and sufficiency of treatment intensity to achieve treatment plan goals. The intensity and content of treatment shall be appropriate to the client's needs and consistent with generally accepted guidelines and standards of care designed for outpatient programs. Substance Abuse Treatment shall include individualized treatment planning based on a comprehensive assessment, educational and process groups and individual counseling.

2.1.10. The Contractor shall complete a substance abuse treatment plan review every thirty (30) days to evaluate and revise the treatment plan if needed and provide a copy to the designated TCCO staff. The treatment plan review shall include:

- An evaluation of the client's progress toward each treatment goal and objective;
- Revisions of the goals and objectives and justification if needed;
- Clear documentation of a decision including the rationale and the effective date if intensity of treatment changes; and
- Date and signature by the client and counselor.

2.1.11. The Contractor shall notify the designated TCCO staff immediately upon conclusion of the sessions when the Contractor notes client behaviors as listed below.

- Fails to attend a screening/ assessment or substance abuse treatment or education session;
- Displays disruptive behavior;
- Refuses to submit to evaluation
- Manifests signs of re-offending; or
- Prompts concerns of Client or community safety and welfare.

2.1.12. The Contractor shall have a current referral from TCCO for all substance abuse services, prior to performing Services for TCCO clients. Services provided without a referral from TCCO may not be reimbursable. TCCO does not guarantee any minimum level of utilization or specific number of referrals. Utilization rate will vary according to the individual client needs.

2.1.13. Any additional testing requires the approval of TCCO prior to performing the service.

2.2. Administrative Duties and Obligations

2.2.1. The Contractor must provide the Services in accordance with applicable federal and state law, including all constitutional, legal, and court ordered requirements whether now in effect or hereinafter implemented. The Contractor must comply with TCCO policies, procedures, and regulations during the term of the contract. There will be additional policies/procedures/requirements upon award of a contract, which will be provided to

Contractors during the contracting phase. The Contractor will be allowed time to review prior to signing the contract.

2.2.2. The Contractor shall have a working knowledge and understanding of the current statutes governing the sex offender civil commitment program.

2.2.3. The Contractor must accurately document time and travel as stated in the state travel policy.

2.2.4. The Contractor shall maintain his/her own office site at his/her own expense..

2.2.5. The Contractor shall maintain his/her own transportation, auto liability insurance, cellular telephone, and have Windows 7 or above operating system with desktop version of Microsoft Word and Excel and access to the Internet via Internet Explorer.

2.2.6. The Contractor shall coordinate the date and time of the substance abuse treatment services with designated TCCO staff.

2.2.7. All Contractors must allow entry to the substance abuse treatment locations at all times by TCCO Board Members and TCCO authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial departments of the State, as well as any other persons designated by TCCO, to monitor the delivery of services.

2.2.8. The Contractor shall meet criteria established by the Health and Human Services Regulatory Division pursuant to requirements set forth in Texas Health and Safety Code Chapter 464 for Licensed Substance Abuse Treatment Provider, the Texas Administrative Code, Title 25 Part 1 Chapter 448 Standards of Care and Title 25, Part 1 Chapter 140, Sub-Chapter I, for Licensed Chemical Dependency Counselors/Qualified Credential Counselors and 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.

2.2.9. The Contractor's training hours shall include Abuse , Neglect, and Exploitation, HIV, Hepatitis B and C, Tuberculosis and Sexually Transmitted diseases, Non-violent Crisis Intervention and Intake, Screening and Admission Authorization as required in Texas Administrative Code Title 25, Part 1, Chapter 448, Subchapter F, Rule 448.603 Training(d)1,2, 4 and 6. Contractor shall maintain proof of training and provide upon request by TCCO. The Contract may use the Substance Abuse Mental Health Services Administration (SAMHSA) TIP 42 A Treatment Protocol: Substance Abuse Treatment for Person with Co-occurring Disorders as a reference when providing substance abuse treatment to TCCO clients.

2.2.10. All subcontractors employed by Contractor and providing services to TCCO clients shall be approved by TCCO before rendering services under the contract. A written request for approval shall include copies of each employee-substance abuse treatment provider's

specialty licenses. Payments will be made only after TCCO approval has been granted. No back payments will be made for services rendered prior to approval.

2.2.11. Any Subcontractor or employee of Contractor who does not have the required credentials may ONLY co-facilitate groups with an approved treatment provider. Such Subcontractors or employees may not singly provide treatment services at any time.

2.2.12. Contractor shall maintain a professional and courteous relationship with all parties involved in the provision of services under the contract.

2.2.13. A criminal background check shall be required of each Contractor and Subcontractor providing services under the contract. The background check, consisting of fingerprint analysis shall be completed by TCCO following contract execution but prior to the commencement of services.

2.2.13.1. A copy of the fingerprint results shall be submitted directly to TCCO by the agency processing the fingerprint analysis request.

2.2.13.2. The results of the criminal background check, utilizing fingerprint analysis, must be acceptable to TCCO. Substance Abuse Treatment providers with misdemeanor or felony convictions require approval by TCCO prior to having contact with TCCO clients.

2.2.14. Contractor shall attend all meetings and trainings that have been designated as mandatory by TCCO.

2.2.15. If providing services at a facility where TCCO clients reside, the Contractor shall not introduce any type of contraband onto the facility where TCCO clients reside. Examples of contraband include, but are not limited to firearms, knives and weapons of any type, tobacco of any type, alcohol, and controlled substances (illegal drugs). The Contractor shall not carry more than twenty-five dollars (\$25.00) in cash into the facility.

2.3. Service Sites

2.3.1. The Contractor may provide services at the Contractor's designated place of business or the facility where the client is housed if there is space available that allows for confidentiality. Services for clients residing in a private residence shall be provided at the Contractor's place of business. Assessments and individual sessions for clients residing at the Texas Civil Commitment Center shall be provided on-site. Substance Abuse Groups and Psychoeducation Classes shall be provided at Civil Commitment Center if there are a sufficient number of clients at the center receiving substance abuse services to make up a group or class. Services shall be rendered at the most practical and cost-effective site as determined by TCCO.

2.3.2. In the event services are provided at the facility where the client is housed, the Substance Abuse Treatment Provider's use of the premises shall be limited to meeting room

space and office tables and chairs. The Substance Abuse Treatment Providers shall not use the facility's computers, copiers, or other office equipment.

2.3.3. The Contractor shall schedule sessions on days and times throughout the week to accommodate clients' work schedules and facility operations. Substance Abuse Treatment schedules shall be submitted to TCCO for review and approval prior to implementation.

2.3.4. The Contractor shall ensure and certify that services will not be conducted at a location within a Child Safety Zone, Form G. The applicant shall submit a Child Safety Zone Certification sheet for each location. If a Contractor's place of business is determined to be in a Child Safety Zone the Contractor will be required to provide services at an alternate location approved by TCCO. If the location has a cost associated with its use, the cost shall be the responsibility of the Contractor.

2.4. Security of Records and Disclosure of Information

2.4.1. The Contractor shall require that staff providing Services specified meet sufficient standards of integrity to ensure that:

2.4.1.1. The confidentiality of client records is not compromised.

2.4.1.2. Unauthorized access to client records is not allowed and no information is disclosed to any third party without written authorization from TCCO.

2.4.2. The Contractor shall not divulge or make known, in any manner to any person, any personal information concerning clients, except as may be necessary in the performance of the Contract. The Contractor shall ensure that all individuals have access to or custody of records sign a statement containing the confidentiality requirements of this Contract.

2.4.3. The Contractor shall notify TCCO immediately upon receipt of any legal process requiring disclosure of participant records. The Contractor shall provide TCCO notification and a copy of any subpoena served. Any release of client records shall be coordinated through TCCO.

2.4.4. The Contractor shall notify TCCO immediately upon receipt of a subpoena to submit an affidavit and/or appear and provide testimony in any legal proceedings convened by a court of competent jurisdiction. The Contractor shall provide TCCO notification and a copy of any subpoena served. Affidavits and/or Contractor court appearances shall be coordinated with TCCO. Failure to comply with notification and coordination requirements may result in non-payment of any services performed in response to any subpoena served.

2.5. Program Requirements

Contractors are required to conduct Services in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be

found on the Health and Human Services Commission (HHSC) Civil Rights Office website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/laws-policies.shtml

Upon request, a Contractor must provide the HHSC Civil Rights Office with copies of all the Contractor’s civil rights policies and procedures. Contractors must notify HHSC’s Civil Rights Office of any civil rights complaints received relating to performance under the contract no more than 10 calendar days after receipt of the complaint. Notice must be directed to:

HHSC Civil Rights Office
 701 W. 51st Street, Mail Code W206
 Austin, TX 78751
 Phone Toll Free (888) 388-6332
 Phone: (512) 438-4313
 TTY Toll Free (877) 432-7232
 Fax: (512) 438-5885

A Contractor must ensure that its policies do not have the effect of excluding or limiting the participation of persons in the Contractor’s programs, benefits or activities on the basis of national origin, and must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

2.6. Performance Measures

STANDARD	PAYMENT ADJUSTMENT
The Contractor shall provide substance abuse screening and assessment if identified as needed to client within five working days of request. Section 2.1.6	Services not rendered within 5 working days-10% reduction in payment per late day.
The Contractor shall provide the Initial Treatment Plan in 5 (five) calendar days of the service being rendered and the Treatment Plan Reviews to the designated TCCO staff every 30 (thirty) days thereafter. Section 2.1.8	Initial Treatment Plans received between the 6 th and 16 th day – 10% reduction in payment per late report. Treatment Plan Reviews received after the 41 st day -25% reductions based on the reduced amount.
Each Contractor/substance abuse treatment provider shall maintain a current Texas Licensed Substance Abuse Treatment Provider/Chemical Dependency Counselor License and or	Cost of each substance abuse screening, assessment, psychoeducation or treatment service performed without a license or licensing board recognition and suspension of service until such license is renewed.

Qualified Credential Counselor and maintain recognition with the respective licensing board. Section 1.5.7	
Each Contractor shall maintain professional malpractice insurance. Section 1.5.9.	Cost of each substance abuse screening, assessment, psychoeducation or treatment service performed without insurance and suspension of service until such insurance is renewed.

Contractor's failure to meet the standard will result in a deduction to the monthly Contractor payment.

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

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

2.7. Termination

This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract by giving the other Party thirty (30) days written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the thirty (30) days will be calculated from the date of receipt. This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract. Upon termination of all or part of this Contract, TCCO and the Contractor will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

3. PAYMENT

3.1. Payment

3.1.1. Availability of Funds

Contract awards resulting from this announcement are contingent upon the availability of state funds.

If funds for these Contracts become unavailable during any budget period, TCCO may immediately terminate or reduce the amount of the resulting Contract(s) at the discretion of TCCO. Contractor will have no right of action against TCCO if TCCO cannot perform its obligations under this Contract due to a lack of funding for any activities or functions outlined within the Scope and Statement of Work Sections of this open enrollment.

3.1.1.1. TCCO does not guarantee funding at any level and may increase or decrease funds at any time during the term of a Contract resulting from this open enrollment.

3.1.1.2. Contractor may not use funds received from TCCO to replace any other federal, state, or local source of funds awarded under any other contract.

3.1.2. Contract Amount

TCCO will pay for services in accordance with Form F. In consideration of the services required by this contract, TCCO hereby agrees to pay to Contractor a maximum fee not to exceed \$10,000 per state fiscal year (September through August). TCCO does not guarantee any minimum number of clients referred for substance abuse services assignments or amount of compensation under this Contract.

3.1.3. Reimbursable Expenses

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

3.1.4. Additional Services

The Contractor shall, in coordination with TCCO, respond to all subpoenas including requests for affidavits, release of client records and/or appearances in court to provide testimony in any legal proceedings convened by a court of competent jurisdiction.

TCCO will make every effort to notify the Contractor of substance abuse services cancellations in a timely manner. In the event the client fails to appear for an appointment, TCCO will reimburse the Contractor for only the allowable travel expenses incurred. The Contractor shall immediately provide the designated TCCO staff with a written notification via email of client's refusal to submit to substance abuse services.

3.2. Invoicing Process for Substance Abuse Services

The Contractor must submit a properly completed invoice and supporting documentation that meets the requirements of TCCO and as set forth in the State Comptroller's Vendor Guide located at: (www.window.state.tx.us/procurement/pub/vendor_guide.pdf).

Invoices must be submitted to TCCO within 60-days after the substance abuse screening, assessment, psychoeducational or individual treatment services are rendered. TCCO shall not pay an invoice if a report has not been completed, submitted and received. Payment will be made after all services are rendered, required reports have been received and accurate and complete invoices have been received.

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

Invoices must contain, at a minimum: the contract number, the Contractor name, address, telephone number and email, the client's name, the amount billed for the service, date of substance abuse screening/assessment, individual treatment session or psychoeducational group session. All invoices shall be sent to:

The Texas Civil Commitment Office

4616 West Howard Lane

Building 2, Suite 350

Austin, Texas 78728

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

The Texas Civil Commitment Office

4616 West Howard Lane

Building 2, Suite 350

Austin, Texas 78728

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

This open enrollment does not require Applicants to complete a HUB Subcontracting Plan. For more information about the HUB program at HHSC, contact the HHSC HUB Coordinator at HHSCHUB@hhsc.state.tx.us.

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5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.2. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all responses or portions thereof.

5.3. Joint Applications

HHSC will not consider joint or collaborative responses that require it to contract with more than one Applicant in a single contract.

5.4. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in [subsection 1.2](#).

5.5. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a Contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, Contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.6. Application Submission Instructions

Applicant must submit all required documents as scanned versions (.pdf) to the PCS Bid Coordinator at pcsbids@hhsc.state.tx.us by the due date and time listed in the Procurement Schedule in Section 1.3 of this open enrollment.

PCS will date and time-stamp all submissions when received. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified time and date. HHSC will not accept Applications by any other method or delivery (e.g., telephone, facsimile, hand delivery, courier, or mail).

Applicants must ensure there are no encryptions on the email, so as to prevent HHSC from opening the documents. The electronic Application submission must be organized as directed in

Section 4.7 of this Open Enrollment. If Applicant is having difficulty providing an electronic Application submission, contact the HHSC Point of Contact identified in Section 1.2 of this Open Enrollment for hard copy submittal accommodations.

All Applications become the property of HHSC after submission. Submission of an Application does not execute a contract.

5.7. Organization of (Electronic or Paper) Submission of Application

Applicant must organize its scanned and signed Application packets in the following order and format. Each E-mail submission of the Application packet must include the following listed documents below, and the documents must be in the following order, and numbered and labeled accordingly.

- FORM A: Face Page
- FORM B: Open Enrollment Application Checklist
- FORM C: Additional Licensed Chemical Dependency Counselors
- FORM D: Vendor Information Form
- FORM E: Copy of the current LCDC/Substance Abuse Provider License;
- FORM F: Pricing
- FORM G: Child Safety Zone Certification
- FORM H: Copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance
- FORM I: Resume(s) and Substance Abuse Treatment Modality to be Used
- APPENDIX A: General Provisions
- APPENDIX B: TCCO Terms and Conditions (Package 2)

5.7.1. The subject line of the Email submission must include the following information:

- Name of the Applicant;
- Applicant's telephone number and Email address; and
- HHSC Procurement number of this Open Enrollment: **529-17-0128**

5.7.2. Applicant shall submit all documents required in this Open Enrollment. An Application must be complete to be considered.-TCCO expressly reserves the right to review and analyze the documentation submitted and determine the Applicant's eligibility for the Open Enrollment. All enrollment Applications remain with PCS and will not be returned to the Applicant.

5.7.3. Applications must contain original signatures on all forms requiring signatures. Please scan and make them part of email submittal. Electronic signatures will not be accepted.

5.7.4. A complete Application consists of responses to all required forms and information listed above.

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6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received. Unsigned Applications and Applications that do not include all required forms and sections are subject to rejection without further evaluation.

If the Application passes the initial screening, the contract manager will contact the Applicant for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1. The Applicant fails to meet major open enrollment specifications, including:

6.2.1.1. The Applicant fails to submit the required Application, supporting documentation, or forms.

6.2.1.2. The Applicant is not eligible under [subsection 1.5](#) of this open enrollment.

6.2.1.3. Applicant does not accept the payment rate established in this open enrollment.

6.2.2. The Application is not signed.

6.2.3. The Applicant's response is not clearly legible. Typewritten is preferred.

6.2.4. The Application is not received by the closing of the open enrollment period provided in [subsection 1.3](#) of this open enrollment.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or Contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in [subsection 1.2](#). HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- 6.4.1.** Past business history, practices, and conduct;
- 6.4.2.** Ability to supply the goods and services; and
- 6.4.3.** Ability to comply with Contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

6.5. Method of Allocation

TCCO will utilize a rotation schedule to select Open Enrollment Licensed Substance Abuse Treatment Provider/Licensed Chemical Dependency Counselors (LCDC) and or Qualified Credential Counselor (QCC). A TCCO client identified as requiring a substance abuse screening/assessment, psychoeducational and/or treatment will be referred to an approved Open Enrollment substance abuse services based on the following:

- 6.5.1.** Geographic proximity to the client's residence
- 6.5.2.** Substance Abuse Provider availability
- 6.5.3.** Past Contractor performance
- 6.5.4.** Referrals will be made to a Contractor in the client's geographic region until there is a sufficient number of referrals to that Contractor to comprise one substance abuse treatment group. Referral shall then be rotated to the next Contractor.

6.6. Debriefing

Any Applicant who is not awarded a Contract may request a debriefing by submitting a written request to the HHSC Point of Contact as provided in [subsection 1.2](#) of this open enrollment. The debriefing provides information to the Applicant on the strengths and weaknesses of their Application.

6.7. Protest Procedures

The protest procedure for an Applicant, who is not awarded a Contract to protest an award or tentative award made by any HHS agency, is allowed for competitive Procurements. This Procurement is non-competitive and cannot be protested as provided in [Texas Administrative Code \(TAC\) Rule §391.403](#).

7. GLOSSARY

TERM	DEFINITION
Appendix	Additional information and/or forms that are available in the back of this solicitation document.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this Open Enrollment.
Assessment	Ongoing process through which the counselor collaborates with the client and others to gather and interpret information necessary for developing and revising a treatment plan and evaluating client progress toward achievement of goals identified in the treatment plan, resulting in comprehensive identification of the client's strengths, weaknesses, and problems/needs.
Case Manager	A person employed full-time or part-time 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
Chemical Dependency Treatment	A planned, structured, and organized chemical dependency program designed to initiate and promote a person's chemical-free status or to maintain the person free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from substance related disorders that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning.
Child Safety Zone	The 1,000-foot buffer zone that must be maintained between sex offenders and any premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, or public swimming pools. Any area within 1,000 feet of these types of premises is considered a child safety zone, unless modified by TCCO. TCCO shall provide the contractor written notice of any approved modification to this requirement.

TERM	DEFINITION
Client	Sexually violent predators (SVPs) that suffer from a behavioral abnormality which makes it likely that the client would engage in repeated predatory acts of sexual violence. The clients have a history of at least two convictions for a sexually violent offense.
Contingency Contract	Also called a “contract” in this Open Enrollment, a written agreement referring to promises or agreements for which the law establishes enforceable duties and remedies between a minimum of two parties. A TCCO contract is assembled using a core contract (base), one or more program attachments, and other required exhibits (general provisions, etc.).
Contract	A promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an Agreement between two or more parties creating obligations that are enforceable or otherwise recognizable by law. The term also encompasses the written document that describes the terms of the Agreement. For State Contracting purposes, it generally describes the terms of a purchase of goods or services from a vendor or service provider.
Contractor	Any Applicant who is awarded a contract pursuant to this open enrollment or who has an existing contract to provide substance abuse services to civilly committed sex offenders.
Contract Term	The period of time during which the contract or program attachment will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period.
Days	Calendar days, unless otherwise specified.
Debarment	An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code Chapter 20, Subchapter C, §20.105 et seq.
Deliverables	Goods or services contracted for delivery or performance.
Due Date	Established deadline for submission of a document or deliverable.
Effective Date	The date the contract term begins.
Fee For Service	Payment mechanism for services that are reimbursed on an agreed rate per unit of service.

TERM	DEFINITION
Fiscal Year	The duration of the fiscal year (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each renewal will have its own fiscal year. State fiscal year is from September 1 through August 31 of each year.
Fully Executed	A contract is signed by each of the parties to form a legal binding contractual <u>relationship</u> . No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.
Licensed Chemical Dependency Counselor (Qualified Credentialed Counselor QCC)	<p>A licensed chemical dependency counselor or one of the practitioners listed below, if the practitioner is licensed and in good standing in the State of Texas, and in performing any activity as a QCC, is acting with the authorized scope of the individual's license:</p> <ul style="list-style-type: none"> (A) Licensed professional counselor (LPC); (B) Licensed social worker (LSW); (C) Licensed Marriage and Family Therapist (LMFT); (D) Licensed psychologist; (E) Licensed physician; (F) Licensed physician's assistant; (G) Certified addictions registered nurse (CARN); or (H) Advanced practice nurse recognized by the Texas Board of Nursing as a clinical nurse specialist or practitioner with a specialty in psychiatric-mental health nursing.
Payments	The amount(s) agreed to be paid by TCCO to Contractor for services under this Contract.
Procurement and Contracting Services (PCS)	The division within the Health and Human Services Commission (HHSC) that provides direction and support of purchasing, contracting and HUB services. PCS oversees, coordinates, and assists TCCO with procurement needs, issues open enrollments and competitive procurements. PCS maintains the official contract file from procurement to contract closeout.
Project	All work to be performed as a result of a contract or solicitation.
Project Manager	TCCO employee responsible for being the liaison between this contract and PCS. The project manager partners with PCS in the development, management and logistical coordination of a solicitation and the resultant contracts

TERM	DEFINITION
Psychoeducation	Education offered to clients with substance abuse disorders to help empower them and deal with their condition in an optimal way by providing client training in the context of the treatment of disorder helping them to understand and learn coping skills and resources to strengthen a client's capabilities in an effort to contribute to their own health and wellbeing on a long-term basis. Psychoeducation can take place in one-on-one discussion or in groups by a qualified credential counselor.
Quarter	Unless specifically noted otherwise, references to quarters and quarterly activities relate to TCCO's Fiscal Year, with quarters beginning September 1, December 1, March 1, and June 1.
Scope of Work	A description of the services and/or goods, if any, for each service type, to be obtained as a result of this solicitation for a project period. The scope of work is a document written in the early stages of procurement to explain what TCCO plans to purchase.
Services	Delivery by the Contractor of substance abuse services in accordance with the terms and conditions of the Contract.
Sexually Violent Predator (SVP)	A repeat sexually violent offender that suffers from a behavioral abnormality which makes it likely that he/she would engage in repeated predatory acts of sexual violence.
Special Provisions	Modifications and additions to the General Provisions for a funded program activity; which are usually customized for TCCO's requirements and contain provisions specific to the contract.
Statement of Work	A part of the contract that describes the services and/or goods to be delivered by TCCO Contractor specifying the type, level and quality of service, that directly relate to program objectives.
Subcontractor	A written agreement between the Contractor and a third party to provide all or a specified part of the services, goods, work, and materials required in the original contract. The Contractor remains entirely responsible to TCCO for performance of all requirements of the contract with TCCO. The Contractor must closely monitor the subcontractor's performance. Subcontracting can be done only when approved by TCCO.

TERM	DEFINITION
Substance Use Disorder	A diagnostic category encompassing an array of substance-specific disorders measured on a continuum from mild to severe, based upon the number of diagnostic criteria relating to cognitive, behavioral, and physiological symptoms that are present in an individual and that reflect the individual's persistent use of the substance in the face of notwithstanding significant substance-related problems that are significant, which may include, among others, substance tolerance and withdrawal, as more fully defined by the DSM 5 or another generally accepted industry source for the term, but only insofar as any such disorder would fall within the definition of chemical dependency under Health and Safety Code Chapter 464
Substance Abuse Screening	The process a substance abuse treatment provider uses to determine whether a prospective client presents sufficient signs, symptoms, or behaviors to warrant a substance use disorder is or is not present and followed by a more in-depth substance abuse assessment by a qualified credential counselor if there is a high probability of substance use disorder is identified.
TCCO	Texas Civil Commitment Office.
TCCO Policies	All written policies, procedures, standards, guidelines, directives, and manuals of TCCO applicable to providing the services specified under this Contract.
Texas Identification Number (TIN)	The TIN is required for an entity requesting to contract with, or to receive payment from, the State of Texas. The TIN components are the prefix, base, and self-check digit. The base is the core nine digits that can be a Comptroller-assigned number (as with State agencies), or the Federal Tax ID Number. The prefix digit is a 1, 3, or a 7 and the self-check digit is computer generated.
Treatment Plan	The process in which the counselor and client work together to develop and implement an individualized written treatment plan that identifies services and support needed to address problems and needs identified in the assessment.
Treatment Plan Review	The process in which the primary counselor meets with the client to review and update the treatment plan at appropriate intervals at a minimum midway through the projected duration of treatment no less frequently than monthly.
Unit Rate	Payment mechanism for services that are reimbursed at a set rate per unit of service; for example, treatment services at a prescribed rate per hour. Also known as fee-for-service.

TERM	DEFINITION
Vendor	<p>A type of Contractor or subcontractor that provides services, and goods, if any, that assist in, but are not the primary means of, carrying out TCCO-funded program. Under a vendor contract, the vendor will have few if any administrative requirements. (For example, a vendor might be required only to submit a summary report of services delivered and an invoice.) A vendor generally will deliver services to TCCO-funded clients in the same manner the vendor would deliver those services to its non-TCCO funded clients.</p> <p>A vendor Contractor generally has most of the following characteristics: a) provides goods and services within normal business operations, b) provides similar goods and services to many different purchasers, c) operates in a competitive environment, d) is not subject to compliance requirements of the federal or state program, e) provides goods and services that are ancillary to the operation of the program. Note: Characteristics a, b, c, and d do not apply to vendor Contractors that are universities.</p>
Vendor Identification Number (Vendor ID No.)	<p>Fourteen-digit number needed for any entity, whether vendor or sub recipient, to contract with the State of Texas and which must be set up with the State Comptroller's Office. It consists of a ten-digit identification number (IRS number, state agency number, or social security number) +check digit + three-digit mail code. The Vendor ID No. includes all the numbers in the TINs (defined above), including a three-digit mail code for a total of 14-digits.</p>
Year	<p>Fiscal Year, the purpose of this contract the fiscal year begins on September 1 and ends on August 31.</p>

8. ATTACHMENTS AND FORMS

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FORM A: FACE PAGE

Texas Civil Commitment Office
 Substance Abuse Services Open Enrollment # 529-17-0128

APPLICANT INFORMATION																			
1) LEGAL NAME:																			
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code):																			
3) PAYEE Mailing Address, including 9-digit zip code (if different from above):																			
4) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID No. (14-digit) or if an individual, Social Security Number (9-digit) : DUNS Number (9-digit) required if receiving federal funds: <small>*The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</small>																			
5) TYPE OF ENTITY (check all that apply): <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> City</td> <td><input type="checkbox"/> Nonprofit Organization*</td> <td><input type="checkbox"/> Individual</td> </tr> <tr> <td><input type="checkbox"/> County</td> <td><input type="checkbox"/> For Profit Organization*</td> <td><input type="checkbox"/> FQHC</td> </tr> <tr> <td><input type="checkbox"/> Other Political Subdivision</td> <td><input type="checkbox"/> HUB Certified</td> <td><input type="checkbox"/> State Controlled Institution of Higher Learning</td> </tr> <tr> <td><input type="checkbox"/> State Agency</td> <td><input type="checkbox"/> Community-Based Organization</td> <td><input type="checkbox"/> Hospital</td> </tr> <tr> <td><input type="checkbox"/> Indian Tribe</td> <td><input type="checkbox"/> Minority Organization</td> <td><input type="checkbox"/> Private</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Faith-based Organization</td> <td><input type="checkbox"/> Other (specify): _____</td> </tr> </table> <small>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</small>		<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual	<input type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> FQHC	<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning	<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private		<input type="checkbox"/> Faith-based Organization	<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual																	
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<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital																	
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private																	
	<input type="checkbox"/> Faith-based Organization	<input type="checkbox"/> Other (specify): _____																	
6) List all counties Contractor can serve and the number of SVP clients Contractor can serve																			
7) Willing to travel: <input type="checkbox"/> yes or <input type="checkbox"/> no																			
7) PROJECT CONTACT PERSON																			
Name: Phone: Fax: E-mail:																			
8) AUTHORIZED REPRESENTATIVE Name: Title:	9) SIGNATURE OF AUTHORIZED REPRESENTATIVE																		

Phone:
Fax:
E-mail:

10) DATE

GENERAL INSTRUCTIONS FOR THE FACE PAGE

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

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

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

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

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

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

FORM B: Open Enrollment Application Checklist

Texas Civil Commitment Office
 Substance Abuse Services Open Enrollment

Each Enrollment Application Must Contain the Following Completed Items:

Document	Check (√), if included
FORM A: TCCO Face Page – Signature Required	
FORM B: Open Enrollment Application Checklist	
FORM C: Additional Licensed Chemical Dependency Counselors	
FORM D: Vendor Information Form – Signature Required	
FORM E: Copy of the current Texas Substance Abuse Treatment Provider or Licensed Chemical Dependency Counselor License: Documentation reflecting recognition by respective licensing board	
Form F: Pricing	
Form G: Child Safety Zone Certification	
Form H: Copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance	
Form I: Resume(s)	

**FORM C: Additional Licensed Chemical Dependency Counselors (LCDC) or Qualified
 Credential Counselor (QCC)**

Legal Name of Contractor: _____

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

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

Copies of Texas Substance Abuse Treatment Provider/Licensed Chemical Dependency Counselor License, and documentation of recognition by respective licensing board must be included for all substance abuse services.

Add additional pages if necessary.

Form D: Vendor Information Form

1a. Legal name of Other Party (OP) as it appears on documentation from IRS, Comptroller, or Secretary of State. This is the name that will appear on the contract document either as "Contractor" or by name. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney.																	
1b. OP Address (Include Street and Mailing Addresses, City, County, State and Zip Code):																	
1c. PAYEE Name and Mailing Address (as it should appear on financial instruments and remittances):																	
1d. Federal Employer Identification No. [FEIN] (9 digit), name and Social Security Number (SSN), if individual, or State of Texas Comptroller Vendor Identification No. (14 digit). NOTE: *The contractor acknowledges, understands and agrees that the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests..																	
1e. Mail code , if known (3 digits):																	
2. TYPE OF ENTITY (enter appropriate letter in box): <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> Is your entity certified as a HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">A. City or County (Governmental Entity)</td> <td style="width: 25%;">E. Texas Non-profit Corporation *</td> <td style="width: 25%;">I. Sole Proprietor</td> <td style="width: 25%;">M. Out-of-State Corp</td> </tr> <tr> <td>B. State Agency</td> <td>F. Texas For Profit Corporation*</td> <td>J. Individual</td> <td>N. Other ***</td> </tr> <tr> <td>C. State Institution of Higher Learning</td> <td>G. Professional Association*</td> <td>K. Partnership**</td> <td></td> </tr> <tr> <td>D. Other Political Subdivision</td> <td>H. Regular Association</td> <td>L. Limited Partnership**</td> <td></td> </tr> </table> <p>*Please provide 10-digit charter or file number assigned by the Secretary of State: _____</p> <p>** Please provide the name and SSN or FEIN of each partner. _____</p> <p>***If "Other", specify: _____</p>		A. City or County (Governmental Entity)	E. Texas Non-profit Corporation *	I. Sole Proprietor	M. Out-of-State Corp	B. State Agency	F. Texas For Profit Corporation*	J. Individual	N. Other ***	C. State Institution of Higher Learning	G. Professional Association*	K. Partnership**		D. Other Political Subdivision	H. Regular Association	L. Limited Partnership**	
A. City or County (Governmental Entity)	E. Texas Non-profit Corporation *	I. Sole Proprietor	M. Out-of-State Corp														
B. State Agency	F. Texas For Profit Corporation*	J. Individual	N. Other ***														
C. State Institution of Higher Learning	G. Professional Association*	K. Partnership**															
D. Other Political Subdivision	H. Regular Association	L. Limited Partnership**															
3a. Legal name of person or entity authorized to contract with Department of State Health Services.																	
3b. Typed Name & Title of Person Authorized to Sign Contracts:	3b. Telephone																
3c. Typed Name & Title of Contact Person (Contract Documents and Correspondence)	3c. Telephone																
3d. Contact Person's E-mail Address																	
4a. Signature of person Authorized to Sign Contracts :	4b. Date																

**Form E: Texas Licensed Substance Abuse Treatment Provider, Licensed
Chemical Dependency Counselor (LCDC) or Qualified Credential
Counselor (QCC)**

Contractor must use this space to attach a copy of Texas Licensed Substance Abuse Provider or Licensed Chemical Dependency Counselor/QCC License; Documentation reflecting recognition by respective licensing board.

*Copies of Licensed Texas Substance Abuse Provider or Licensed Chemical Dependency Counselor/QCC License and documentation of respective licensing board recognition must be included for all Substance Abuse Service providers. Add additional pages if necessary.

Form F: Pricing

Texas Civil Commitment Office
Substance Abuse Services
Open Enrollment Application

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

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

Travel Rates based on State Travel rates at:

<https://fmx.cpa.state.tx.us/fm/travel/travelrates.php>

Form G: Child Safety Zone Certification

Texas Civil Commitment Office
Substance Abuse Services
Open Enrollment Application

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

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

Authorized Signature

Name

Title

Date

***CHILD SAFETY ZONE** The 1,000-foot buffer zone that must be maintained between sex offenders and any premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, or public swimming pools. Any area within 1,000 feet of these types of premises is considered a child safety zone, unless modified by TCCO. TCCO shall provide the contractor written notice of any approved modification to the distance requirement.

Note: This form is required to be completed for each location providing Services under this contract.

**FORM H: Professional Malpractice Insurance Policy or Errors and
Omissions Insurance**

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

FORM I: Resume(s) and Substance Abuse Treatment Modality to be Used
Texas Civil Commitment Office
Substance Abuse Services
Open Enrollment Application

Contractor must use this space to attach a copy of resume(s) and substance abuse treatment modality.

9. APPENDICES

The remainder of this page is intentionally left blank.

APPENDIX A: GENERAL PROVISIONS

- A. Contractor Status.** Contractor certifies by the execution of this Contract that it is not ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor further certifies that it has not been debarred from the receipt of an agency contract by any action taken by the State of Texas. A false statement regarding Contractor's status will be treated as a material breach of contract and may be grounds for termination.
- B. Compliance with Statutes and Rules.** Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Contract unless amended, including but not limited to all child abuse reporting requirements in Chapter 261 of the Texas Family Code.
- C. Breach of Contract Claim.** Any claims for breach of this Contract by Contractor that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by Subchapter B, to the Office of General Counsel, Department of State Health Services, 1100 West 49th Street, Austin, TX 78756. Said notice shall also be given to all other representatives of DSHS and Contractor otherwise entitled to notice under this contract. Compliance by Contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C and department rules.
- D. Subcontractors.** Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements set forth in this Contract and the Department's rules of general applicability and other applicable state and federal statutes and rules as such statutes and rules currently exist and as they may be lawfully amended.
- E. Reporting.** Contractor shall submit reports, if required, in accordance with the reporting requirements established by the Department.
- F. Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.
- F. Assurances.** As required by Texas Government Code §2252.903, Contractor certifies by the execution of this Contract that it is not prohibited from entering into a contract because of indebtedness to the state, including but not limited to, tax delinquency, student loan delinquency, or child support delinquency. If the Contractor is indebted to the state

or becomes indebted to the state during the terms of this Contract, Contractor agrees that any payments under the Contract will be applied directly toward eliminating the debt until it is paid in full.

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

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

Contractor certifies by execution of this Contract to the following:

- a) it is not disqualified under 2 CFR § 376.935 or ineligible for participation in federal or state assistance programs;
- b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);
- c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
- d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
- e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
- f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
- g) neither it, nor its principals have within the three (3)-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a

- private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
- h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
 - i) neither it, nor its principals within a three (3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include these certifications in this Contract, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Contract, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Contract changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

G. Acceptance as Payment in Full. Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients. Contractor agrees to not seek additional reimbursement or payment for services or goods from clients.

H. Records Retention. Contractor shall retain records in accordance with the DSHS Records Retention Schedule, located at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department rules and any other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information. At a minimum Contractor shall retain and preserve all records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of the Contract.

I. Survival of Obligations. The obligations of Contractor to retain records and maintain confidentiality of information shall survive this Contract.

l. Access. In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Office of the Inspector General at HHSC (OIG) and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or services are performed and all records

(including client and patient records, if any), books, papers or documents related to the Contract.

- J. Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to a DSHS or HHSC official or employee in connection with this Contract.
- K. Program Site.** All Contractors shall ensure that the location where services are provided is in compliance with all applicable local, state and federal zoning, building, health, fire and safety standards.
- L. Independent Contractor.** Contractor is an independent Contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever.
- M. Licenses, Certifications, Permits, Registrations, and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registrations or approval shall constitute grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.
- N. Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.
- O.** By entering a contract with TCCO, you agree to be bound by the terms of the HHS Data Use Agreement at http://www.hhsc.state.tx.us/about_hhsc/BusOpp/data-use-agreement.pdf

P. Special Provisions.

Availability of Funding

This Contract is expressly conditioned upon the availability of state and federal appropriated funds.

Contractor will have no right of action against TCCO in the event TCCO is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to TCCO or lack of sufficient funding of TCCO for any activities or functions contained in the scope of this Contract.

TCCO will use all reasonable efforts to ensure that such funds are available and will negotiate in good faith with Contractor to resolve any claims for payment that represented accepted services or deliverables that are pending at the time funds became unavailable. TCCO shall make best efforts to provide reasonable written notice to Contractor upon learning that funding may be discontinued.

If funds for the continued fulfillment of this Contract by TCCO are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TCCO will have the right to terminate this Contract at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

Delegation of Authority

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

Indemnification

Contractor shall indemnify and save TCCO, the State of Texas, and its officers, agents, and employees ("the State") harmless from and against:

- A. Any and all claims arising from the conduct, management, or performance of this Contract by Contractor, its agents, subcontractors, or employees, including without limitation, any and all claims arising from:
 - i. Any breach or default on the part of Contractor in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Contract;
 - ii. Any act or negligence of Contractor or any of its agents, subcontractors, servants, employees, or licensees; and
 - iii. Any accident or injury, or damage whatsoever caused to any person, firm, or corporation.
- B. All costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action, or proceeding brought thereon.
- C. Nothing herein is intended to deprive the State or Contractor of the benefits of any law limited exposure to liability and/or setting a ceiling on damages, or any laws establishing defenses for

them. By entering into this Contract, the State does not waive its right of sovereign immunity, nor does Contractor waive any immunity that may extend to it by operation of law. The aforementioned indemnification shall not be affected by a claim that negligence of the State or its respective agents, Contractors, employees, or licensees contributed in part to the loss or damage indemnified against.

- D. The parties agree that the terms, covenants, and provisions of this provision shall survive the termination of this Contract.

Compliance with Applicable Rules, Regulations, Procedures, and Laws

Contractor must comply with all laws, regulations, requirements, and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TCCO reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TCCO's or Contractor's compliance with all applicable State and federal laws, and regulations.

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

Criminal History Record Information Compliance

The parties hereto acknowledge and agree that in order for the Contractor to perform the services contemplated herein, TCCO may have to provide the Contractor with or the Contractor may have access to, certain information regarding SVP clients and former SVP clients known as "criminal history record information" ("CHRI").

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

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

More specifically the Contractor agrees and acknowledges as follows:

- A. TCCO hereby specifically authorizes the Contractor to have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the services contemplated herein.
- B. The Contractor agrees to limit the use of such information for the purposes set forth herein.
- C. The Contractor agrees to maintain the confidentiality and security of the CHRI in compliance with state and federal statutes, rules and regulations, and to return or destroy such information when it is no longer needed to perform the services contemplated herein.
- D. In the event that the Contractor's employee fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to 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.

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.

Fraud, Waste or Abuse

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

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

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

Buy Texas

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the State.

Certification Concerning Hurricane Relief

Sections 2155.006 and 2261.053, Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster as defined by Section 418.004, Texas Government Code, occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

Confidentiality and Public Information Act

Notwithstanding any provisions of this Contract to the contrary, Contractor understands that TCCO will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TCCO agrees to notify Contractor in writing within a reasonable time from receipt of a request for information related to Contractor's work under this Contract. Contractor will cooperate with TCCO in the production of documents responsive to the request. TCCO will make a determination whether to submit a Public Information Act Opinion request to the Attorney General. Contractor will notify TCCO General Counsel within twenty-four (24) hours of receipt of any third party requests for information that were provided by the State of Texas for use in performing this Contract. The Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information, particularly, but not limited to social security numbers.

Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by TCCO and Contractor to resolve any dispute arising under the Contract.

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach asserted by Contractor. If the Contractor's claim for breach cannot be resolved by the parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by Chapter 2260 to the Deputy Comptroller or his or her designee. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent for the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach by TCCO if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practice and Remedies Code. Neither the execution of this Contract by TCCO nor any other conduct of any representative of TCCO relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For all other specific breach claims or disputes under the Contract, TCCO and the Contractor shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by TCCO and the Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. Contractor shall pay all costs of the mediation unless TCCO in its sole good faith discretion approves its payment of all or part of such costs. By mutual agreement, TCCO and the Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this section is to reasonably ensure that TCCO and the Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. TCCO participation in or, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by TCCO of 1) any rights, privileges, defenses, remedies or immunities available to TCCO as an agency of the State of Texas or otherwise available to TCCO; 2) TCCO termination rights; or 3) other termination provisions or expiration dates of the Contract.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by TCCO the Contractor shall continue performance and shall not be excused from performance during the period of any breach of contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

Force Majeure

Neither Contractor nor TCCO shall be liable to the other from any delay in, or failure or performance, of any requirement resulting from this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.

Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

Ownership/Intellectual Property, including Rights to Data, Documents, and Computer Software

For the purposes of this Contract, the term “work” is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated, in connection with this Contract.

All work performed pursuant to this Contract is made the exclusive property of TCCO. All right, title, and interest in and to said property shall vest in TCCO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in TCCO, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TCCO. TCCO shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give TCCO and/or the State of Texas, as well as any person designated by TCCO and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other record relating to this Contract and the State’s property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Work as defined above. Contractor and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting

documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing or evaluating by TCCO and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

APPENDIX B: TCCO TERMS AND CONDITIONS

TCCO Terms and Conditions are in a separate package.