SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO.	3. TYPE OF SOLICITATION	4. DATE ISSUED
696-PD-18-19-C110	696-PD-17-P010	☐ SEALED BID (IFB) ☐ NEGOTIATED (RFQ) ☒ NEGOTIATED (RFP)	April 5, 2017

SOLICITATION

5. Sealed offers will be received by the Department until **3:00 p.m. local time on May 5, 2017**, and submitted to:	6. **FOR INFORMATION CONTACT:**
Texas Department of Criminal Justice Contracts and Procurement Department Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 **Attention: 696-PD-17-P010**	Steven Tilley, CTPM, CTCM Contract Specialist PHONE: (936) 437-7031 FAX: (325) 223-0310 E-MAIL: steven.tilley@tdcj.texas.gov

OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT:→	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	0%	0%	0%	0%
8. ACKNOWLEDGMENT OF AMENDMENTS: (*The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A-001	4/20/17		
	A-002	4/26/17		

9. NAME AND ADDRESS OF OFFEROR:→	K. Gregory & Associates PLLC 8951 Ruthby, Suite 14 Houston, TX 77061	10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or Print*) Karen D. Gregory Owner
11. TELEPHONE NO. (*Include area code*) 713-472-6800	12. SIGNATURE Karen Gregory	13. OFFER DATE 4/21/17

TO BE COMPLETED AT TIME OF AWARD

Document Type: 9
Statutory Cite: Texas Government Code, Section 508.316(a)(3)

This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.

The total funding for the Base Period of this Contract (September 1, 2017 – August 31, 2019) shall not exceed $4,800.00.

K. Gregory & Associates, PLLC	**Texas Department of Criminal Justice**
By: Karen Gregory	By:
Name: Karen D. Gregory	Jerry McGinty
Title: Owner	Title: Chief Financial Officer
Date: 8/13/17	Date: 8/23/17

The following items are mutually agreed to by K. Gregory & Associates, PLLC and the Department and are hereby incorporated in this Contract, including revisions made by Amendments A-001 and A-002.

1. The Solicitation, Offer and Award form has been replaced to add the Contract number, the Contractor and authorized signor's name and title in the Contractor signature block, and the not to exceed amount.

2. Section A, Definitions, Contractor, has been revised to include the name of the Contractor.

3. Section B.1.1, Services Being Acquired, has been revised to include updated language.

4. Section B.1.2, Pricing Instructions, has been revised to include updated language.

5. Section B.2, Pricing Schedule, has been revised to include the Service locations, the Contractor's pricing, and to update the Section references.

6. Section C.2, General Duties and Obligations, has been revised to include updated language.

7. Section C.5.O.4, Mandatory Requirements For Sex Offender Treatment Services, has been revised to include updated language.

8. Section C.5.V, Mandatory Requirements for Sex Offender Treatment Services, has been revised to change the number of days from one (1) to two (2).

9. Section G.2.3, Program Supervisor, has been revised to reflect the name, phone number and e-mail address of new Program Supervisor.

10. Section G.2.4, Program Coordinator, has been revised to include the Contractor's response.

11. Section H.7, Criminal History Information Compliance, has been revised to include updated language.

12. Section J, List of Exhibits, has been revised to correct the number of pages for each exhibit, and to revise the name of Exhibit J.1 from "TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice Instructions (PMS-41)" to "TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice and Instructions (PMS-41)."

13. Exhibit J.1, TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice and Instructions (PMS-41), has been revised to add the Roster/Invoice.

14. Exhibit J.8, HUB Subcontracting Plan, has been revised to include the Contractor's completed forms.

15. Exhibit J.9, Child Safety Zone Certification, has been revised to include the Contractor's completed forms.

16. Section K, Representations, Certifications, and Other Statements of Offerors, has been revised to include the Contractor's responses to subsections K.1.2, K.2, K.4, K.8, K.9, K.10 and K.11.

17. Section K.6.7, Taxes, has been revised to include updated language.

18. Section K.6.8, Financial Statements, has been deleted in its entirety and replaced with Reserved for Future Use.

19. Section K.6.17, Suspension, Debarment and Terrorism, has been revised to include updated language.

20. Sections L and M of this Contract are hereby deleted.

TABLE OF CONTENTS

SECTION A – CONTRACT DEFINITIONS 7

SECTION B - SERVICES AND PRICES/COSTS 9

B.1 SERVICES AND PRICES/COSTS 9
B.1.1 Services Being Acquired 9
B.1.2 Pricing Instructions 9
B.1.3 Estimated Quantities 9
B.2 PRICING SCHEDULE 10
B.3 ALLOWABLE COSTS 11
B.4 NON-ALLOWABLE COSTS 11

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT 12

C.1 BACKGROUND 12
C.2 GENERAL DUTIES AND OBLIGATIONS 12
C.3 LOCATION OF TREATMENT SITE 12
C.4 MANDATORY REQUIREMENTS FOR SEX OFFENDER TREATMENT PROVIDERS 13
C.5 MANDATORY REQUIREMENTS FOR SEX OFFENDER TREATMENT SERVICES 14
C.6 PARTICIPANT REFERRAL PROCESS 20
C.7 SECURITY OF RECORDS AND DISCLOSURE OF INFORMATION 21
C.8 DEPARTMENT POLICIES AND PROCEDURES 22

SECTION D - REPORTS AND DATA 23

D.1 REPORTS REQUIRED FROM CONTRACTOR 23

SECTION E - INSPECTION AND ACCEPTANCE 24

E.1 INSPECTION OF SERVICES 24
E.2 INSPECTION BY STATE EMPLOYEES 24
E.3 MONITORING CRITERIA 25
E.4 AUTHORITY TO AUDIT 25
E.5 AUDITS BY OTHER AGENCIES 25
E.6 FRAUD, WASTE OR ABUSE 25

SECTION F - DELIVERIES OR PERFORMANCE 27

F.1 CONTRACT TERM 27

SECTION G - CONTRACT ADMINISTRATION DATA 28

G.1 CLAUSES INCORPORATED BY REFERENCE 28
G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, PROGRAM SUPERVISOR AND PROGRAM COORDINATOR 28
G.2.1 Authorized Representative 28
G.2.2 Contract Specialist 28
G.2.3 Program Supervisor 29
G.2.4 Program Coordinator 29
G.3 INVOICE REQUIREMENTS 30
G.4 PAYMENTS 31
G.4.1 Maximum Payments by the Department 31
G.4.2 Make-up Sessions/Absences 32
G.4.3 Co-Payments 33
G.4.4 Subsidy-Ineligible Participants 34
G.4.5 Late Payment 34
G.4.6 Withholding of Payment 34

G.4.7 Payment of Debt Owed to the State of Texas 35
G.4.8 Right to Offset 35

SECTION H - SPECIAL CONTRACT REQUIREMENTS 36

H.1 INSURANCE REQUIREMENTS 36
H.1.1 Required Provisions 36
H.2 SUBCONTRACTORS 37
H.2.1 Insurance 38
H.2.2 Historically Underutilized Business (HUB) 38
H.3 RESERVED FOR FUTURE USE 39
H.4 RESERVED FOR FUTURE USE 39
H.5 RESERVED FOR FUTURE USE 39
H.6 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS 39
H.7 CRIMINAL HISTORY INFORMATION COMPLIANCE 39
H.8 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION 40
H.9 BOOKS AND RECORDS 40
H.10 ORGANIZATIONAL NAME CHANGE 40
H.11 FREE EXERCISE OF RELIGION 40
H.12 RESERVED FOR FUTURE USE 40
H.13 RESERVED FOR FUTURE USE 40
H.14 RESERVED FOR FUTURE USE 40
H.15 RESERVED FOR FUTURE USE 41
H.16 SECURITY 41

SECTION I - CONTRACT CLAUSES 42

I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR 42
I.2 ADVERTISING OF AWARD 42
I.3 DEFAULT AND TERMINATION 42
I.3.1 Default by the Contractor 42
I.3.2 Further Opportunity to Cure 43
I.3.3 Remedy of the Department 43
I.3.4 Termination for Unavailability of Funds 44
I.3.5 Non-Appropriation Effect and Remedy 45
I.3.6 Termination for Convenience 45
I.3.7 Termination by Mutual Agreement 45
I.3.8 Termination Procedures 45
I.3.9 Default by the Department 46
I.3.10 Remedy of the Contractor 46
I.3.11 Dispute Resolution 46
I.4 NO WAIVER OF RIGHTS 47
I.5 INDEMNIFICATION OF THE DEPARTMENT 47
I.5.1 Acts or Omissions 47
I.5.2 Infringements 48
I.5.3 Taxes/Workers' Compensation/Unemployment Insurance - Including Indemnity 48
I.6 NO WAIVER OF DEFENSES 49
I.7 INDEPENDENT CONTRACTOR 49
I.8 LAWS OF TEXAS 50
I.9 ASSIGNMENT 50
I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS 50
I.11 APPROVAL OF CONTRACT 50
I.12 NON-DISCRIMINATION 50
I.13 CONFIDENTIALITY AND OPEN RECORDS 51
I.13.1 Confidentiality 51
I.13.2 Open Records 51

I.14 CONTRACT CHANGES....51
I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT....52
I.16 OPTION TO EXTEND SERVICES....52
I.17 SEVERABILITY....52
I.18 IMMIGRATION....52
I.19 NO LIABILITY UPON TERMINATION....52
I.20 LIMITATION ON AUTHORITY....52
I.21 INTELLECTUAL PROPERTY INDEMNIFICATION....53
I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213....53
I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)....53
I.24 FORCE MAJEURE....54
I.25 NOTICES....54
I.26 SUBSTITUTIONS....54
I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM....54

SECTION J - LIST OF EXHIBITS....56

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS....57

K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION....57
K.1.1 Definition....57
K.1.2 Representation....57
K.2 CHILD SUPPORT REPRESENTATION....57
K.3 FRANCHISE TAX REPRESENTATION....58
K.4 TYPE OF BUSINESS ORGANIZATION....58
K.5 PREFERENCE CLAIM....58
K.5.1 Source and Specification Preferences....59
K.5.2 Tie-Bid Preferences....59
K.5.3 Additional Preferences....59
K.6 REPRESENTATIONS OF OFFEROR....59
K.6.1 Organization and Qualification....59
K.6.2 Authorization....59
K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws....60
K.6.4 No Defaults Under Agreements....60
K.6.5 Compliance With Laws....60
K.6.6 No Litigation....60
K.6.7 Taxes....61
K.6.8 Reserved for Future Use....61
K.6.9 No Adverse Change....61
K.6.10 Disclosure....61
K.6.11 No Collusion....62
K.6.12 Ethics....62
K.6.12.1 Conflict of Interest....62
K.6.12.2 Disclosure of Interested Parties....62
K.6.12.3 No Gratuities....62
K.6.13 No Compensation....63
K.6.14 Contracting with Executive Head of State Agency....63
K.6.15 Limitation on Employment of Former State Officers....63
K.6.16 Notification....63
K.6.17 Suspension, Debarment and Terrorism....63
K.6.18 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005....64

K.6.19 Deceptive Trade Practices; Unfair Business Practices 64
K.7 REPRESENTATIONS OF THE DEPARTMENT....64
K.7.1 Authorization 64
K.7.2 No Violation of Agreements....64
K.7.3 Disclosure 65
K.8 AUTHORIZED NEGOTIATORS....65
K.9 PAYEE IDENTIFICATION NUMBER....65
K.10 POINT OF CONTACT....65
K.11 CERTIFICATION....66

SECTION A – CONTRACT DEFINITIONS

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

Authorized Representative means the person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

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

Child Safety Zone means the designated five hundred (500) feet as the distance that Sex Offenders must maintain from premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, swimming pools or video arcades. Any area within five hundred (500) feet of these types of premises is considered a Child Safety Zone unless the Department or state statute modifies the distance requirement. In accordance with the Texas Code of Criminal Procedure, Article 42.12, Section 13D, the court may apply Child Safety Zone restrictions to additional Offenders if the nature of the offense warrants the establishment of a Child Safety Zone.

Contract Specialist means Department employee responsible for non-technical administration of this Contract, as described in Section G.2.2.

Contract Term means the duration of this Contract as specified in Section F.1.

Contractor means K. Gregory & Associates, PLLC.

Court Orders means any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operations, management, or maintenance of the Facility and relate to the custodial care of Offenders.

CSOT means the Council on Sex Offender Treatment, a part of the Texas Department of State Health Services (DSHS) that develops rules and regulations for treatment of Sex Offenders.

Day(s) means calendar days, unless otherwise specified.

Department means the Texas Department of Criminal Justice (TDCJ), an agency of the State of Texas.

Department Policy/Policies means all written policies, procedures, standards, guidelines, directives, and manuals of the TBCJ and the Department applicable, to providing the services specified under this Contract.

Event of Default means any of the events or circumstances described in Section I.3.

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

Material Failure means the failure of a party to fulfill one or more obligations essential to achieving the purpose of the Contract.

Non-Appropriation means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

Offender means a person under supervision or custody of the Department.

Participant means the Sex Offender identified for participation in the Sex Offender treatment program or an Offender identified as requiring a Sex Offender evaluation.

Payment(s) means the amount(s) agreed to be paid by the Department to the Contractor for Services under this Contract.

PD means the Texas Department of Criminal Justice Personnel Directives.

Program Supervisor means Department employee responsible for technical administration of this Contract, as described in Section G.2.3.

Service Commencement Date means the date on which the Contractor shall begin providing Services pursuant to this Contract. For the purposes of this Contract, that date is September 1, 2017.

Service(s) means delivery by the Contractor of Sex Offender Treatment Services in accordance with the terms and conditions of the Contract.

Sex Offender means an Offender who is convicted of committing or adjudicated to have committed a sex crime under state or federal law; for an offense that is based on sexually motivated conduct; or has been ordered by the jurisdictional authority to participate in Sex Offender supervision or treatment.

Sex Offender Condition Hearing (SOCH) means a type of hearing required by the Department when the Participant has displayed sexually deviant behavior during the commission of any offense resulting in a conviction.

Sex Offender Treatment Services (also referred to as Services) means treatment modalities as described by Texas Administrative Code, Title 22, Part 36, Chapter 810.

Specialized Programs means the section of the TDCJ-PD that administers the Sex Offender treatment program.

Subcontractor means a person or organization who contracts under, for the performance of part, or the entire Contract between the Department and the Contractor. The subcontract may be direct with the Contractor or with another subcontractor.

TBCJ means the Texas Board of Criminal Justice.

TDCJ means the Texas Department of Criminal Justice, an agency of the State of Texas.

TDCJ-PD means the Texas Department of Criminal Justice - Parole Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

Treatment Provider means a person who meets the criteria as established by CSOT and who is licensed to practice in this state, and provides mental health or medical services for rehabilitation of Sex Offenders.

SECTION B - SERVICES AND PRICES/COSTS

B.1 SERVICES AND PRICES/COSTS

B.1.1 Services Being Acquired

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, services and equipment, and otherwise do all things necessary for, or incidental to, providing Sex Offender Treatment Services for felony Offenders, identified by the Department, in all counties throughout the State of Texas and Offenders being supervised out of TDCJ-PD District Parole Offices and/or Community Residential Facilities.

B.1.2 Pricing Instructions

A. This is a firm fixed-price Contract for subsidized Payment of these Services.

B. Pricing reflects only the subsidized Payment amount for evaluation, group and individual treatment Services rendered.

C. Pricing does not include the amount to be collected from Participants (Refer to Sections G.4.1 and G.4.3).

B.1.3 Estimated Quantities

A. Sex Offender Treatment Services shall strive to operate at ten (10) Participants per group session. At no time shall a group exceed twelve (12) Participants, unless special situations arise. In the case of such situations, the expanded group size must be approved in writing by the Program Supervisor. The Contractor may contract for more than one (1) group.

B. Individual sessions may be approved by the Program Supervisor in unusual situations as detailed in Section C.5.L. It is the Department's intent that group therapy is to be the primary treatment method, as noted in Sections C.5.I and C.5.N.

C. The Department shall pay for only one evaluation per Participant per a twelve (12) month period. If a Participant undergoes a subsidized evaluation with one (1) Contractor and then transfers to another contractor’s program during the same twelve (12) month period, the Participant is not eligible for another subsidized evaluation.

B.2 PRICING SCHEDULE

Contractor Locations

8951 Ruthby, Suite 14 (80 maximum number of Participants)
Houston, TX 77061

District Parole Offices

N/A

Community Transitional Centers

N/A

Contract Line Item Numbers (CLIN) 001-004 Base Period (09/01/17 – 08/31/19)

001 Evaluations: $40.00 each (1 evaluation per Participant per Fiscal Year) (See G.4.1.C)

002 SOCH Evaluation: $40.00 each (1 evaluation per Participant) (See G.4.1.D)

003 Group Sessions: $12.00 per session per Participant (See G.4.1.E)

004 Individual Sessions: $50.00 per session per Participant (See G.4.1.F)

Contract Line Item Numbers (CLIN) 005-008 Option Period One (09/01/19 – 08/31/21)

005 Evaluations: $40.40 each (1 evaluation per Participant per Fiscal Year) (See G.4.1.C)

006 SOCH Evaluation: $40.40 each (1 evaluation per Participant) (See G.4.1.D)

007 Group Sessions: $12.00 per session per Participant (See G.4.1.E)

008 Individual Sessions: $50.00 per session per Participant (See G.4.1.F)

Contract Line Item Numbers (CLIN) 009-012 Option Period Two (09/01/21 – 08/31/23)

009 Evaluations: $40.80 each (1 evaluation per Participant per Fiscal Year) (See G.4.1.C)

010 SOCH Evaluation: $40.80 each (1 evaluation per Participant) (See G.4.1.D)

011 Group Sessions: $12.00 per session per Participant (See G.4.1.E)

012 Individual Sessions: $50.00 per session per Participant (See G.4.1.F)

B.3 ALLOWABLE COSTS

The proposed budget shall include only costs that are reasonable, necessary, and allowable under state statutes, Department Policy, and federal cost standards. The Department shall make the final decision on the allowance or acceptability of a cost.

B.4 NON-ALLOWABLE COSTS

The proposed budget shall not include costs that are not allowed by the State or any authorized agency, statute, policy or procedures. Types of non-allowable costs may include but are not limited to, alcoholic beverages, bad debts, fundraising, political lobbying, and tobacco products.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

A. Pursuant to Texas Government Code, Section 508.316(a)(3), the Department requires a Contractor(s) to provide Services in counties throughout the State of Texas.

B. Participants are identified as Sex Offenders, or Offenders who have been identified as requiring a Sex Offender evaluation or Sex Offender Treatment Services and is supervised by the TDCJ-PD.

C. Participants shall be felony Offenders who have a history of at least one (1) conviction for sexually deviant behavior or who have displayed sexually deviant behavior during the commission of any offense resulting in a conviction, admit to committing sexually deviant behavior, request treatment or are required by the terms of their supervision to attend treatment or submit to a Sex Offender evaluation.

D. The program goals of the Department are to use limited financial resources to subsidize the treatment costs for evaluations, group therapy, and individual sessions for Participants requiring financial assistance in order to facilitate availability of treatment, prevent recidivism, and retain qualified Treatment Providers. The TDCJ-PD officials will administer the Sex Offender treatment program.

C.2 GENERAL DUTIES AND OBLIGATIONS

The Contractor shall provide Services in accordance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereinafter effected or implemented. The Contractor shall comply with Department Policies and regulations during the Contract Term. The Contractor shall comply with the Department's safety requirements and reporting procedures, as well as all applicable local and state standards, codes and regulations, including zoning, building, fire, health, and sanitation.

The Contractor acknowledges and agrees that this Contract does not provide a contractual or legal right to a particular number of Participants during the Contract Term. Participants may be assigned to, and reassigned from, service providers as necessary at the sole discretion of the Department.

C.3 LOCATION OF TREATMENT SITE

A. Scheduling for sessions shall be made at the convenience of the Department staff, Participants, Treatment Provider, and the facility.

B. The Contractor may provide treatment at a TDCJ-PD District Parole Office, a Community Residential Facility, or in another area geographically more convenient for Participants. Upon unforeseen or unusual incidents, a Participant may be allowed to attend treatment with his or her current Treatment Provider in an area where the Treatment Provider is not under Contract, if such provision of service promotes continuity of care. Any proposed change in treatment location must be submitted to the Program Supervisor in writing and requires prior approval from the Director of Specialized Programs prior to Services commencing at the new treatment location under the terms of this Contract.

C. In the event Services are provided at a TDCJ-PD District Parole Office, the Contractor shall not use the Department's computers, copiers, and other office equipment under the control of the Department. The Contractor may use space and furniture such as chairs to facilitate the treatment groups. If approved by the office manager, the Contractor may have an area to pick up referral packets and drop off treatment reports.

D. The Contractor shall ensure and certify treatment is not conducted at a non-Department location within a Child Safety Zone (Exhibit J.9), as required by Texas Government Code, Section 508.187.

1. The Contractor shall quarterly recertify all approved non-Department locations are not located within a Child Safety Zone (Exhibit J.9).

2. If a treatment location is determined to be in a Child Safety Zone, the Contractor will be required to provide Services at an alternative location approved by the Department. The Contractor shall, under no circumstances, provide Services at a location within a Child Safety Zone.

E. A list of District Parole Offices can be found at the following website:

http://www.tdcj.texas.gov/divisions/parole/index.html

F. A list of Community Residential Facilities can be found at the following website:

https://www.tdcj.state.tx.us/divisions/parole/parole_halfway_houses.html

C.4 MANDATORY REQUIREMENTS FOR SEX OFFENDER TREATMENT PROVIDERS

These requirements apply to each Treatment Provider who facilitate groups, conducts individual sessions, or conducts evaluations for Participants under the terms of this Contract.

A. The Contractor shall ensure Treatment Providers meet criteria established by the Council on Sex Offender Treatment (CSOT) pursuant to the requirements set out in the Texas Administrative Code, Title 22, Part 36, Chapter 810. The Contractor shall provide acceptable documentation of having met these criteria by submitting a copy of each Treatment Provider's current license with CSOT and a copy of the Treatment Provider's current primary professional license. All license and certifications shall be submitted to the Contract Specialist initially. The Texas Department of State Health Services website will be utilized to monitor current licenses, and a printout will be placed in the Contract file upon renewal throughout the Contract Term. The Contract Specialist may, at times, contact the Program Coordinator to provide license information as necessary.

B. The Contractor shall submit background and experience providing treatment and assessing Sex Offenders for all Treatment Providers. This description shall include the number of years working with Sex Offenders and the average number of Sex Offenders served in a year.

C. The Contractor shall ensure Treatment Provider's training hours include victim training and the treatment of Sex Offenders with mental health impairments and substance abuse problems.

D. A criminal history check afforded by the Department will be conducted on all persons having contact with Participants in the therapeutic environment and Contract award will be contingent on a clear criminal history background.

1. The Department reserves the right to approve any subsequent hires who have a criminal history. If the criminal history is disapproved by the Department, the subsequent prospective Treatment Provider shall not provide Services under the terms of this Contract.

2. Treatment Providers who have a conviction or a deferred adjudication for a sexual offense shall not be approved by the Department to provide Services under the terms of this Contract.

3. All prospective Treatment Providers who currently or previously worked for the Department must authorize the Department to release to the Contractor information concerning all disciplinary actions taken during their employment with the Department as well as their Department re-hire eligibility status. The Director of Specialized Programs, or designee, will determine employment eligibility for any Treatment Provider who was previously employed by the Department and resigned during a disciplinary investigation.

E. Persons who do not meet the requirements of Sections C.4.A, C.4.B, and C.4.C may co-facilitate a group ONLY with an approved Treatment Provider. Persons who do not meet the requirements of Section C.4.D shall not provide Services under the terms of this Contract.

F. The Contractor and Treatment Providers shall maintain a professional and courteous relationship with all Department staff and Participants.

G. The Contractor/Treatment Providers shall be required to have access to the Internet.

C.5 MANDATORY REQUIREMENTS FOR SEX OFFENDER TREATMENT SERVICES

A. When completing an evaluation, the Contractor/Treatment Provider shall conduct: (1) a clinical interview, (2) a risk assessment, and (3) a psychological or physiological assessment. Any other techniques or tests shall be approved by the Program Supervisor prior to the Contractor/Treatment Provider conducting the evaluation. Contractor/Treatment Providers may utilize the following assessment tests:

1. Personality Assessment Inventory (PAI);

2. Multiphasic Sexual Inventory (MSI-II);

3. Minnesota Multiphasic Personality Inventory (MMPI-2 and MMPI-2RF);

4. Millon Clinical Multiaxial Inventory (MCMI-III);

5. Polygraph (to be administered by a Joint Polygraph Committee on Offender Testing (JPCOT) recognized polygraph examiner);

6. Abel Screen;

7. Affinity Assessment;

8. Abel and Becker Cognitions Scale;

9. Hare Psychopathy Test (Hare-PCL-R);

10. Shipley Institute of Living Scale;

11. Level of Service Inventory-Revised (LSI-R);

12. Violence Risk Appraisal Guide;

13. Sex Offender Risk Appraisal Guide;

14. Bumby Cognitive Distortions Scale;

15. Wilson Sex Fantasy Questionnaire;

16. Sexual Adjustment Inventory;

17. Burt Rape Myth Acceptance Scale;

18. Hanson Sex Attitudes Questionnaire;

19. Stable 2007 (or current version as revisions are made);

20. Acute 2007 (or current version as revisions are made);

21. Minnesota Sex Offender Screening Revised (MnSOST-R);

22. Rapid Risk Assessment for Sex Offense Recidivism (RRASOR);

23. Plethysmograph;

24. Static 99 or Static 99R; and

25. Static 2002.

B. The Contractor shall submit a concise and complete description of the evaluation process to include the tools utilized, demonstrating compliance with Section C.5.A.

C. The Contractor/Treatment Provider shall conduct an evaluation and submit the report to the supervising parole officer within thirty (30) Days from the date the evaluation was completed. Evaluations are to be completed as seen below and in accordance with TDCJ-PD Policy and Operating Procedure 3.6.9, Sex Offender Treatment and Polygraph Guidelines.

1. Sex Offenders without a sex offense conviction: Within thirty (30) Days of release or imposition of Special Condition “O.33” – Sex Offender Evaluation.

2. Sex Offenders with a sex offense conviction: Within sixty (60) Days of release or imposition Special Condition “O.33” – Sex Offender Evaluation.

3. Sex Offenders with a sex offense conviction: Within one hundred eighty (180) Days of release or imposition of Special Condition “X”.

4. The evaluation report shall be in a summary format addressing, at a minimum, the following:

   a. Techniques Administered/Methodology;

   b. Test Results; and

   c. Conclusion and Recommendations.

D. Evaluations for Offenders without a sex offense conviction shall answer the following additional referral questions in the evaluations:

1. Does this Offender demonstrate a failure to exercise sexual control or have a history of failure to exercise sexual control that necessitates Sex Offender treatment at this time?

2. What are the risk factors specifically?

3. If treatment is recommended, how will treatment be formulated to mitigate this risk?

E. The Contractor shall submit an example or outline of an evaluation report demonstrating compliance with Section C.5.C.

F. The Contractor/Treatment Provider shall utilize the Cognitive Behavioral Relapse Prevention Model of Treatment and implement the techniques as specified in CSOT Rules to include, but not limited to:

1. Arousal or impulse control;

2. Cognitive Behavioral Treatment;

3. Sex Offense Sequence/Reoffense Prevention;

4. Victim empathy;

5. Offender's victimization issues;

6. Increase Social Competence;

7. Chaperones;

8. Improving Primary Relationships;

9. Support Systems;

10. Adjunct Therapies;

11. Assessment of progress in treatment; and

12. Aftercare planning/treatment.

G. The Contractor/Treatment Provider shall submit a concise and complete description of their structured treatment program that demonstrates compliance with Section C.5.F. This description shall include the estimated length of the treatment program for each stage/phase of treatment.

H. The Contractor/Treatment Provider shall submit a description and/or outline of homework assignments utilized during each stage/phase of the treatment program.

I. The Contractor/Treatment Provider shall use group therapy as the primary treatment method except as described in Section C.5.N.

J. The Contractor/Treatment Provider shall prepare Participants for polygraph testing.

1. The supervising parole officer will make referrals for polygraph exams which will be completed as follows:

a. An instant offense examination, which refers to a polygraph over the sexual offense, shall be conducted within six (6) months of release to supervision for Participants who are in denial of the offense.

b. A sexual history disclosure examination, which covers the Participant's lifetime prior to the most current sexual offense or release to supervision, will be conducted within six (6) months of release to supervision for Participants who admit their offense and within nine (9) months of release to supervision for Participants who require an instant offense examination. The Contractor/Treatment Provider shall collaborate with the supervising parole officer and polygraph examiner (treatment team) early in treatment to prepare the Participant for the sexual history polygraph.

c. A maintenance or monitoring examination, which covers the timeframe from the most current sexual offense, release to supervision, or since the last polygraph to the present time, will be conducted after the initial sexual history or instant offense is completed as follows:

i. High-risk Offenders – Every six (6) months; and

ii. Moderate and low risk Offenders – Annually.

2. Prior to the polygraph examination, the supervising parole officer, the Contractor/Treatment Provider, and polygraph examiner shall jointly agree as to questions that will be asked of the Participant.

K. The Contractor/Treatment Provider shall develop high-risk plans for Participants which will address compliance and re-offense prevention strategies.

L. Individual counseling sessions may be appropriate when it is evident a Sex Offender's needs cannot be met in a group setting. This may include, but is not limited to a female Offender in an all-male group, an Offender who needs accommodations related to the Americans with Disabilities Act, an Offender who poses a threat to the community, or a

crisis is present. In the event individual sessions are required, the Treatment Provider shall request individual sessions through the supervising parole officer to Specialized Programs for approval. The Program Supervisor shall approve individual sessions prior to these sessions commencing and in concert with the Treatment Provider, determine how many individual sessions will be necessary under the terms of the Contract. Back Payment will not be made for individual sessions conducted without prior approval.

M. The Contractor/Treatment Provider shall accept all referrals according to the description specified in Sections B.1 and C.1.

N. The Contractor/Treatment Provider shall conduct weekly group sessions for ninety (90) minutes with a minimum of seventy-five (75) minutes of face-to-face contact per session. If a group session is cancelled or rescheduled, the Contractor/Treatment Provider shall make attempts to notify Participants of cancelled or rescheduled groups and notify the supervising parole officer or parole supervisor two (2) hours prior to the start group. In an emergency situation, the Contractor/Treatment Provider shall contact the parole officer or parole supervisor as soon as possible.

In the event a treatment group consists exclusively of developmentally delayed Participants or has only a few Participants and requires less than a ninety (90) minute session, the Contractor/Treatment Provider shall submit a request for approval to the Program Supervisor. The request will be reviewed, and a written response from the Director of Specialized Programs will be provided.

O. The Contractor/Treatment Provider may waive sessions for the following reasons:

1. Illness of Treatment Provider or in Treatment Provider's immediate family;

2. Treatment Provider's vacation (maximum of four (4) weeks per year). If the Treatment Provider is on vacation, the Treatment Provider shall coordinate with parole supervisor(s) via email to ensure coverage for groups. If multiple District Parole Offices are represented in a group, each parole supervisor shall be contacted. The Contractor shall only utilize approved Treatment Providers to cover groups.

3. Holidays - At the Contractor/Treatment Provider's discretion, sessions may be waived on:

New Year's Day	Martin Luther King Jr. Day	Presidents' Day
Memorial Day	Independence Day	Labor Day
Veterans' Day	Thanksgiving Day	Christmas Day

4. Attendance at professional training, seminars or workshops, not to exceed fifteen (15) hours per year, in order to maintain or enhance licensure, certification, or registration as a Treatment Provider, or to enhance skills in Sex Offender treatment. Treatment Providers shall coordinate with parole supervisor(s) to ensure coverage for groups to minimize the disruption of Services. The Contractor shall only utilize approved Treatment Providers to cover groups. This waiver does not include post-graduate education that may interfere with a regular schedule of sessions.

P. The Department will not pay the Contractor for waived sessions.

Q. The Contractor shall submit the TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice, PMS-41 (Exhibit J.1) to the designated unit supervisor by the fifth (5th) Day of each month for group services provided the previous month.

R. The Contractor/Treatment Provider shall place written progress notes in the Participant's record for each counseling session attended and each evaluation completed. Upon the Treatment Provider's identification of a substance abuse problem, the Treatment Provider shall document in the Participant's progress notes the date and nature of the problem and any resulting referral or service provided.

S. The Contractor/Treatment Provider shall submit the TDCJ-PD, Sex Offender Treatment Progress Report, PMS-31 (Exhibit J.2) to the supervising parole officer on the progress of each Participant receiving Services. This report shall be completed and submitted by the tenth (10th) Day after the Participant's first (1st) full month of enrollment and then every three (3) months thereafter. If special circumstances arise (*e.g.*, transfer of supervision, termination, revocation hearing) that result in a supervising parole officer requesting an unscheduled progress report, the Contractor/Treatment Provider shall provide the requested report within five (5) Days to supervising parole officer. Upon the Participant's termination from the program, either satisfactory or unsatisfactory, the "Termination/Discharge Summary" portion of the progress report shall be submitted by the Contractor/Treatment Provider to the supervising district parole officer.

T. The Contractor/Treatment Provider shall complete and submit a written treatment plan to the supervising parole officer within thirty (30) Days after the Participant's enrollment in the Contractor/Treatment Provider's treatment program. This plan shall be updated by the Contractor/Treatment Provider and submitted to the supervising parole officer as needed dependent upon the Participant's progress.

U. The Contractor shall submit an example of a written treatment plan.

V. The Contractor/Treatment Provider shall notify the appropriate supervising parole officer or officer's unit supervisor within two (2) days when any Participant:

1. Fails to attend the initial or any subsequent treatment session pursuant to Texas Government Code, Section 508.187(c)(3);

2. Refuses to pay for treatment when an ability to pay has been established;

3. Displays disruptive behavior; or

4. Manifests signs of re-offending.

W. The Contractor/Treatment Provider shall respond to requests for information from Department staff and/or Participants on a monthly basis.

X. The Contractor, Treatment Provider, and supervising parole officer shall jointly agree upon the course of treatment, to include:

1. Attendance frequency (not to exceed one (1) group session per week) and any resulting modifications;

2. Other treatment referrals;

3. Treatment goals and plan of action; and

4. Termination from treatment, unless the Participant poses a physical threat to the Contractor, Treatment Provider, or other Participants. Notification under these circumstances shall be made to the supervising parole officer or the officer's unit supervisor via telephone no later than the next work day. Participants may be asked by the Treatment Provider to leave the counseling session due to disruptive behavior; however, final termination shall be jointly agreed upon by the Contractor, Treatment Provider, and supervising parole officer.

Note: Disputes pertaining to this Section may be appealed to the Program Supervisor.

Y. Participants who, after six (6) months in a group treatment program, remain in denial of their offense and are not willing to address their deviant patterns, shall have supervision and treatment consequences imposed jointly by the supervising parole officer and the Contractor/Treatment Provider. The Contractor shall establish a policy on how denial will be handled, with consideration given to therapeutic and community safety issues.

Z. The Contractor shall adopt and implement policies and procedures necessary to ensure the Services provided pursuant to this Contract comply with the Americans with Disabilities Act, 42 U.S.C.A., Sections 12101-12213 (1990) as amended, and the Rehabilitation Act of 1973, 29 U.S.C.A., Sections 701-797b (1973).

AA. The Contractor shall comply with performance outcome measures for all subsidized and non-subsidized Participants, and the measurement of such. The Contractor shall report the measures to the Program Supervisor by the thirtieth (30th) Day of the month following the end of each Quarter (due dates are December 30, March 30, June 30, September 30.) The Contractor/Treatment Provider shall provide Services and conduct business in a manner necessary to achieve such outcome measures and targets. The Contractor/Treatment Provider shall utilize outcome measures and report the measures using the format detailed in TDCJ-PD Sex Offender Program Performance Measures Worksheet (Exhibit J.6).

BB. Pursuant to Texas Government Code, Section 493.017, the Contractor/Treatment Provider shall report in writing to the local supervising parole officer by the fifteenth (15th) Day of each month the total number of counseling sessions attended by each Participant receiving Services from the Contract/Treatment Provider, to include both subsidized and non-subsidized Participants; and if a Participant terminates counseling in the program, the reason for the Participant's termination.

CC. The Contractor/Treatment Provider shall respond in person to any subpoenas issued by the TDCJ-PD with regards to administrative hearings. See Section C.7.C.

C.6 PARTICIPANT REFERRAL PROCESS

The supervising parole officer will determine whether a Participant's financial status qualifies the Participant for subsidized Services. If so, the Offender becomes a Participant under the terms of this Contract. The Contractor/Treatment Provider shall establish a Participant co-payment based on the Contractor’s/Treatment Provider's personal sliding fee scale and provide documentation to the Program Supervisor and the supervising parole officer. The Contractor/Treatment Provider shall maintain a copy in the Participant’s file. All Participants

shall pay a minimum of two dollars ($2.00) per group session unless the Contractor/Treatment Provider waives this fee.

A. The supervising parole officer will make Participant referrals to the Contractor/Treatment Provider in accordance with the criteria defined in Section C.1. The referral packet will be submitted to the Contractor/Treatment Provider within five (5) days of referral (in a manner agreed upon by the Contractor/Treatment Provider and the supervising parole officer) and shall contain:

1. TDCJ-PD Sex Offender Treatment/Polygraph Referral Information, PMS-27 (Exhibit J.3) specifying the reason for the treatment referral;

2. Copies of the Participant's certificate of release, signed Notice of Special Conditions form, case summary, court documents, and offense report;

3. Additional evidence to include, but not limited to previous evaluations or polygraphs, mental health diagnosis and treatment and substance abuse information; and

4. TDCJ-PD Disclosure of Information and Waiver of Confidentiality, PMS-33 (Exhibit J.4) signed by the Participant which allows the supervising parole officers to observe counseling groups and allows the Department staff to exchange information with the Contractor/Treatment Provider regarding the progress and behavior of the Participant.

B. The supervising parole officer will request approval for a subsidized evaluation from Specialized Programs. Once approval is granted, the supervising parole officer will contact the Contractor/Treatment Provider to schedule the evaluation. The supervising parole officer will prepare the TDCJ-PD Services Invoice, PMS-34 (Exhibit J.5). The PMS-34 and the approval e-mail shall be submitted to the Contractor/Treatment Provider. Without the PMS-34 and the approval e-mail, the Services shall not be conducted.

C.7 SECURITY OF RECORDS AND DISCLOSURE OF INFORMATION

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

1. Participant confidentiality is maintained and shall not divulge or make known, in any manner to any person, any personal information concerning Participants, except as may be necessary in the performance of the Contract.

2. Unauthorized access to Participant records is not allowed and no information is disclosed to any third party without written authorization from the TDCJ-PD Director of Specialized Programs. TDCJ-PD Disclosure of Information and Waiver of Confidentiality, PMS-33 (Exhibit J.4) may be used by the Participant to authorize the release of treatment information.

B. The Contractor/Treatment Provider shall notify the TDCJ-PD Director of Specialized Programs immediately upon receipt of any legal process requiring disclosure of Participant records.

C. The Contractor/Treatment Provider shall, upon request of the Department or in response to a subpoena or subpoena duces tecum, appear or submit an affidavit and testify in any legal proceedings convened by a court of competent jurisdiction or the Department.

C.8 DEPARTMENT POLICIES AND PROCEDURES

The Contractor and its employees/Subcontractors shall adhere to the Department's Policies listed below and available on the Department's website at http://www.tdcj.texas.gov:

A. PD-03, Employee ID Cards;

B. PD-04,Consultant and Contract Employee Information Confidentiality;

C. PD-13, Sexual Harassment and Discourteous Conduct of a Sexual Nature;

D. PD-17, Drug Free Workplace;

E. PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees;

F. PD-27, Employment Status Pending Resolution of Criminal Charges or a Protective Orders;

G. PD-29, Sexual Misconduct with Offenders; and

H. PD-75, Applicants with Pending Criminal Charges or Prior Criminal Convictions.

SECTION D - REPORTS AND DATA

D.1 REPORTS REQUIRED FROM CONTRACTOR

The reports in this Section are required to be submitted by the Contractor during the course of the Contract. These reports may be revised or additional reports may be required at the Department's sole discretion.

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY
Monthly	To referring District Parole Office by the fifth (5th) Day of the following month	Texas Department of Criminal Justice, Parole Division, Sex Offender Treatment Attendance Roster & Billing Invoice, PMS-41, Exhibit J.1	Contract Sections C.5.Q and G.3.A
Monthly	To local supervising parole officer by fifteenth (15th) Day of each month	Monthly Report with the total number of counseling sessions attended by each Participant, both subsidized and non-subsidized Participants, and if a Participant terminates counseling, the reason for termination	Contract Section C.5.BB
Monthly	To Contract Specialist by fifth (5th) Day for preceding month	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report, Exhibit J.8, Attachment A	Contract Section H.2.2.D
Quarterly	To Program Supervisor on December 30, March 30, June 30, and September 30	Texas Department of Criminal Justice, Parole Division, Sex Offender Program Performance Measures Worksheet, Sex Offender Treatment Contract, Exhibit J.6	Contract Section C.5.AA
Quarterly	To Program Supervisor on December 30, March 30, June 30, and September 30	Texas Department of Criminal Justice, Parole Division, Child Safety Zone Certification, Exhibit J.9	Contract Section C.3.D
Other	To supervising parole officer by tenth (10th) Day after Participant's first full month of enrollment and then every three (3) months thereafter	Texas Department of Criminal Justice, Parole Division, Sex Offender Treatment Progress Report, PMS-31, Exhibit J.2	Contract Section C.5.S
Other	To supervising parole officer within thirty (30) Days after Participants enrollment, and as needed	Written Treatment Plan	Contract Section C.5.T
Other	To Contract Specialist prior to Service Commencement and within thirty (30) Days of effective date upon renewal or replacement	Insurance Certificates and Policies	Contract Section H.1
Other	Each instance	Copy of each subcontract	Contract Section H.2.D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

A. The Department and other government regulatory agencies have the right to inspect and test all Services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's performance of Services. The Contractor shall furnish, and shall require Subcontractors to furnish, at no increase in the Contract price, all reasonable assistance for the safe and convenient performance of these duties.

B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the Services being provided, including financial records, maintenance records, employee records including time, attendance, and payroll records, and any and all records and documents generated by the Contractor and its Subcontractors in connection with performance of this Contract.

C. If, subject to the outcome of an audit, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.4.6 of this Contract.

1. If any of the Services are non-compliant with the Contract requirements, as identified by the Department, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) Day period to file a written response detailing corrective action(s) taken to address all items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken.

2. If any of the Services are non-compliant with the Contract requirements, as identified by a government regulatory agency, the Contractor must resolve all items identified as non-compliant by the deadline established by the agency.

E.2 INSPECTION BY STATE EMPLOYEES

A. The Contractor shall allow at all times employees/agents of the Governor, members of the Legislative and all other members of the Executive and Judicial Branches of the State of Texas, as well as any other person designated by the Department and Texas Board of Criminal Justice (TBCJ) to monitor the delivery of Services.

B. The Contractor/Treatment Provider shall allow local parole staff to attend counseling groups in progress for monitoring purposes on a quarterly basis. Scheduling shall be coordinated between the Contractor/Treatment Provider and local parole staff.

C. The Contractor/Treatment Provider shall allow the Program Supervisor to attend counseling groups in progress to ensure Contract compliance.

E.3 MONITORING CRITERIA

A. The Department shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract, and Department Policies.

B. The Contractor shall cooperate fully with the Department and the Program Supervisor in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance.

C. Monitoring may include, but is not limited to, monthly and interim audits conducted by the Program Supervisor, unannounced visits at any time, and annual and special audits conducted by Authorized Representatives of the Department.

D. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.

E. The Program Supervisor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

E.4 AUTHORITY TO AUDIT

A. The 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.

B. The 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.

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

D. See Section H.9, Books and Records, concerning record retention.

E.5 AUDITS BY OTHER AGENCIES

A. Upon receipt of audits or inspections pertaining to Services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days.

B. The Contractor shall provide to the Department copies of responses to audits and/or inspections within seven (7) Days of issuance. Audits or inspections may include allegations or complaints involving Services or the Contractor and its employees (including consultants, independent contractors and their employees and agents and volunteer workers).

E.6 FRAUD, WASTE OR ABUSE

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

B. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at www.sao.texas.gov. It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 936-437-7100, or Crime Stoppers at 1-800-832-8477.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TERM

The Contract will consist of a Base Period of two (2) years (September 1, 2017 through August 31, 2019) and two (2) two (2) year renewal Option Periods (September 1, 2019 through August 31, 2021 and September 1, 2021 through August 31, 2023).

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Specialist will make their full text available.

Texas Government Code, Chapter 2251, Payment For Goods and Services

G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, PROGRAM SUPERVISOR AND PROGRAM COORDINATOR

G.2.1 Authorized Representative

A. In the case of the Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.

B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The Executive Director has designated the Chief Financial Officer to act in his/her behalf on matters requiring signature approval of the Authorized Representative. The Executive Director has designated the Director of Specialized Programs as the Authorized Representative to act on behalf of the Chief Financial Officer on all matters pertaining to the compliance of this Contract. The Department's Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.

C. At any time, any party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor by its President or any Vice President, or if on behalf of the Department by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.

D. The Department's Authorized Representative (the Executive Director) or his/her designated representative (Chief Financial Officer) is the only person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

G.2.2 Contract Specialist

A. The Contract Specialist for administration of this Contract is Steven Tilley.

B. The telephone number for the Contract Specialist is (936) 437-7031.

C. The facsimile number of the Contract Specialist is (325) 223-0310.

D. The e-mail address of the Contract Specialist is steven.tilley@tdcj.texas.gov.

E. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes and final issuance of written changes/modifications to this Contract.

G.2.3 Program Supervisor

A. The Program Supervisor for this Contract is Vickey Polley.

B. The telephone number for the Program Supervisor is (512) 406-5684.

C. The facsimile number of the Program Supervisor is (512) 406-5366.

D. The e-mail address of the Program Supervisor is vickey.polley@tdcj.texas.gov.

E. The Program Supervisor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas.

F. The Program Supervisor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.

G. The Program Supervisor assignment for this Contract may be changed at any time by the Department without prior notice to the Contractor.

H. If, as a result of technical discussions, it is desirable to modify the Contract obligations or Statement of Work, changes will be issued in writing and signed by the Executive Director of the Department or his/her designated representative (Chief Financial Officer).

G.2.4 Program Coordinator

A. The Program Coordinator for this Contract is Karen D. Gregory.

B. The telephone number for the Program Coordinator is (713) 472-6800.

C. The facsimile number for the Program Coordinator is (713) 534-8937.

D. The e-mail address for the Program Coordinator is kgreg77194@gmail.com.

E. The Contractor shall provide a Program Coordinator for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department.

F. The Program Coordinator shall have full authority to act for the Contractor in the performance of the required Services.

G. The Program Coordinator or a designated representative shall meet with the Program Supervisor to discuss problems as they occur.

G.3 INVOICE REQUIREMENTS

A. The Contractor shall submit the entire previous month's original signed TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice, PMS-41 (Exhibit J.1) to the referring District Parole Office specialized unit supervisor by the fifth (5th) Day following the month of Services. A copy of this form should also be kept in the Contractor's/Treatment Provider's file. In the event Services are provided to Participants from different offices, copies of the PMS-41 must be sent to each referring office.

The Contractor shall not send PMS-41s directly to the TDCJ-PD Specialized Programs Billing Unit.

B. Once a subsidized evaluation is completed, the Contractor shall submit the written evaluation report, the approval e-mail, and the PMS-34, TDCJ-PD Services Invoice (Exhibit J.5) within thirty (30) Days of the date of the written report

The report shall be submitted via mail, fax, or email to:

Mailing Address:	TDCJ-PD Specialized Programs Billing Unit 8610 Shoal Creek Boulevard Austin, Texas 78757
Fax:	(512) 406-5361
Email:	sotp.invoices@tdcj.texas.gov

C. The Department, subject to its usual auditing and accounting procedures, shall pay such invoices thirty (30) Days after receipt of an accurate Contractor's invoice. The Contractor may offer prompt payment discount, for example, one percent (1%), fifteen (15) days (refer to page 1, block 7 of the Solicitation, Offer and Award form) if the Contractor desires expedited Payment. Prompt payment discounts and payment terms must also be stated on each invoice.

D. The email approval for subsidized evaluations is valid for ninety (90) Days from the date of approval. For individual sessions, the Offender must sign the TDCJ-PD Services Invoice, PMS-34 (Exhibit J.5) at the time of the individual session.

E. Failure of the Contractor to submit invoices in the timeframe specified in this Section may result in withholding of Payment for Participant's Service, if the Service was performed more than ninety (90) Days from the date of invoice, unless said Service is in dispute.

F. Invoices submitted 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.

G.4 PAYMENTS

A. It is recommended that the Contractor receive Payments via Electronic Funds Transfer (EFT), also known as Direct Deposit.

B. Regardless as to whether Direct Deposit is chosen, upon Contract award the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:

Texas Department of Criminal Justice
Accounts Payable
P.O. Box 4018
Huntsville, Texas 77342-4018

If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.

The form and instructions can be found at the following link on the TDCJ website: www.tdcj.texas.gov/divisions/finance/finance_acct_accts_pay.html.

In the event the Contractor elects to decline Direct Deposit on the Vendor Maintenance Direct Deposit and Substitute W-9 Form, the Payment will be mailed to the following remittance address:

_____
_____
_____

C. Payment is to be made monthly by the Department to the Contractor after all Services are rendered and invoices with required reports have been submitted accurately and completely.

D. Partial Payments may be made when the amount of the invoice is sufficient, in the opinion of the Department, to justify processing the Payment.

E. The Contractor shall have thirty (30) Days from receipt of Payment to submit a request for consideration to review any discrepancies or inaccuracies.

G.4.1 Maximum Payments by the Department

A. The Contractor shall recognize that Payments made by the Department for treatment of a referred Participant are only intended to be a subsidy to the Contractor and is not intended to cover the Contractor's full treatment cost. The Contractor shall be cognizant that some Participants have no ability to pay a co-payment for treatment, therefore, the Contractor agrees to accept Department subsidy Payment as full Payment for those Participant's treatment.

B. The Department shall pay a subsidy for identified Participant's treatment for a maximum of sixty (60) Days from the date of the first (1st) subsidized session attended. The supervising parole officer and the Treatment Provider are responsible for tracking the subsidy period and shall communicate regarding the status of subsidy needs at least

two (2) weeks prior to the expiration of the subsidy period. At that time, the supervising parole officer will determine if the Participant should remain on or be removed from subsidy. If the Participant is to remain on subsidy, the supervising parole officer will provide the Contractor/Treatment Provider with the approved extension.

C. The Department shall subsidize Payment to the Contractor for one (1) evaluation per a twelve (12) month period for Participants requiring financial assistance. The TDCJ-PD Services Invoice, PMS-34 (Exhibit J.5) shall be utilized by the Contractor for invoicing for evaluations. In accordance with Section G.3.D, subsidy approvals are valid for ninety (90) Days; however, evaluations shall be conducted within the timeframes as noted in Section C.5.C. The Department will not pay for evaluations completed more than ninety (90) Days after the date approval was granted by TDCJ-PD Specialized Programs to conduct the evaluation, unless a subsequent request is sent by the supervising parole officer to TDCJ-PD Specialized Programs and it is approved.

D. The Department shall subsidize Payment to the Contractor for one (1) evaluation per Participant, when required by the Department, when the Participant does not have a sex offense, Sex Offender Condition Hearing (SOCH). The TDCJ-PD Services Invoice, PMS-34 (Exhibit J.5) shall be utilized by the Contractor for invoicing for evaluations. In accordance with Section G.3.D, subsidy approvals are valid for ninety (90) Days; however, evaluations shall be conducted within the timeframes as noted in Section C.5.C. The Department will not pay for evaluations completed more than ninety (90) Days after the date approval was granted by TDCJ-PD Specialized Programs to conduct the evaluation, unless a subsequent request is sent by the supervising parole officer to TDCJ-PD Specialized Programs and it is approved.

E. The Department shall subsidize Payments to the Contractor for weekly group sessions for Participants requiring financial assistance. Payments shall be made on a per Participant group session basis. The Contractor will be paid only for the number of Participants placed in an established group, regardless of whether or not all Participants assigned to that group are present for a particular session. Reference Section G.4.2.B regarding absences. TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice, PMS-41 (Exhibit J.1) shall be utilized by the Contractor for the invoicing of group sessions.

F. The Department shall subsidize Payment to the Contractor for individual sessions for Participants requiring financial assistance who meet the criteria in Section C.5.L. Payments shall be made on a per session, per Participant basis, up to a maximum time allotment of ninety (90) minutes per individual session. The TDCJ-PD Services Invoice, PMS-34 (Exhibit J.5) shall be utilized by the Contractor for invoicing of individual sessions.

G.4.2 Make-up Sessions/Absences

A. If make-up sessions are utilized by the Contractor, the make-up sessions shall be conducted during the same calendar month as the missed sessions occurred. The Department will not pay the Contractor for more than one (1) weekly group session per Participant (excluding make-up sessions).

B. The Department will pay the subsidized Payment for a MAXIMUM of four (4) group session absences per Participant per Fiscal Year. After four (4) absences, the Department will not pay the Contractor for any other sessions the Participant misses

during the Fiscal Year. The Contractor may collect from the Participant the Contract rate for absences in excess of four (4).

C. Participants who are ten (10) or more minutes late or leave ten (10) or more minutes early to scheduled group shall be considered absent. The Department will pay for this absence in accordance with Sections G.4.2.B. The Contractor shall establish a policy on how tardiness will be handled in compliance with this Section and with consideration given to therapeutic and community safety issues.

D. Participants who are ten (10) or more minutes late or leave ten (10) or more minutes early to individual sessions shall be considered absent. The Department will not pay for any absences, excused or unexcused, at individual sessions.

G.4.3 Co-Payments

A. The Contractor may submit service claims to Participants' private insurance carriers and/or to Medicare/Medicaid (if the Contractor is a Medicare/Medicaid provider) for co-payment reimbursement. Upon the insurance/Medicare/Medicaid payment exceeding the allowed co-payment amounts (as defined in Sections G.4.3.B-D), the Participant is no longer eligible for subsidy, pursuant to Section G.4.4. The Contractor is responsible for knowing and understanding the terms and requirements set forth by Medicare/Medicaid with regard to reimbursement.

B. For Participants who have demonstrated an ability to pay a co-payment per Section C.6 toward evaluation Services but whose evaluation is subsidized, the Contractor shall establish a MAXIMUM payment which the Contractor may collect from each Participant and Department's subsidy Payment per evaluation. The Contractor shall provide the maximum payment amount which shall include the maximum co-payment expected to receive from the Participant plus (+) the maximum subsidized Payment expected to be received from Department (Section B.2).

C. For Participants receiving treatment in a group setting who have demonstrated an ability to pay a co-payment per Section C.6 toward treatment Services but whose treatment is subsidized, the Contractor shall establish a MAXIMUM payment which the Contractor may collect from each group Participant and Department's subsidy Payment per group session. The Contractor shall provide the maximum payment amount which shall include the maximum co-payment expected to receive from the Participant plus (+) the maximum subsidized Payment expected to be received from the Department (Section B.2).

D. For Participants receiving treatment in an individual setting who have demonstrated an ability to pay a co-payment per Section C.6 toward individual treatment Services but whose treatment is subsidized, the Contractor shall establish a MAXIMUM payment which the Contractor may collect from each individual-therapy Participant and Department's subsidy Payment per individual treatment session. The Contractor shall provide the maximum payment amount which shall include the maximum co-payment expected to receive from the Participant plus (+) the maximum subsidized Payment expected to be received from the Department (Section B.2).

E. Collection of co-payments shall be in accordance with the following requirements. The Contractor shall:

1. Not employ Participants in any manner to "work off" the fee;

2. Not terminate Participants or exclude Participants from treatment for failure to pay their established and agreed-upon fee, unless this decision is jointly agreed upon by the Contractor, Treatment Provider, and the supervising parole officer;

3. Not withhold treatment reports to include evaluation reports for failure to pay; and

4. Furnish a receipt to the Participant and maintain a copy of the receipt for review by the Department.

G.4.4 Subsidy-Ineligible Participants

A. When a Participant becomes subsidy-ineligible as determined by the supervising parole officer, billing to the Department shall cease. The supervising parole officer will notify the Contractor of the date the Participant was terminated from the subsidy program by completing the TDCJ-PD Sex Offender Treatment, Terminated from Subsidy/Notification of Treatment Termination, SP-0507 (Exhibit J.7). Participants may still be attending the group, but they are required to pay their own bill in full.

B. A Participant becomes subsidy-ineligible when he or she is terminated from the counseling program for any reason (*e.g.*, death, revocation, incarceration, absconding, lengthy illness, disqualification from the group due to behavioral problems or non-attendance, or when the Participant's financial status changes in such a way he or she can pay for their own treatment without subsidy assistance). The supervising parole officer shall remove a Participant from the subsidy program by notifying the Participant's Treatment Provider within three (3) days of the date the supervising parole officer became aware that the Offender will no longer be subsidized. An Offender may be reinstated if the situation allows subsidy to resume.

G.4.5 Late Payment

Any amount owed to the Contractor more than one (1) Day beyond the Payment due date as described in Section G.4 hereof shall accrue interest each Day that such amount is not paid at the rate specified by Texas Government Code, Section 2251.025, provided, however, that this provision shall not excuse failure by the Department to make Payment in strict accordance with this Contract.

G.4.6 Withholding of Payment

A. The Department shall have the right to withhold the Payment until the failures described below have been corrected.

1. Failure to submit reports as set forth in Section D;

2. Failure to respond to audit reports as required in Section E.1.C; and

3. Failure to correct identified areas of non-compliance to the satisfaction of the Department within twenty (20) Days upon receipt of written notification.

B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.

C. The Payment withheld shall be released upon the Department's satisfaction that compliance has been achieved for thirty (30) Days.

D. With the exception of disputed issues, such withholding of final Payment by the Department shall not exceed one hundred twenty (120) Days from date of Contract termination.

G.4.7 Payment of Debt Owed to the State of Texas

As required by Texas Government Code, Section 2252.903, the Contractor agrees that any Payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan Payments and delinquent child support, until the debt is paid in full. The Contractor shall comply with the rules adopted by the Department under Texas Government Code, Sections 403.055, 403.0551, 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

G.4.8 Right to Offset

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS

A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both a Financial Strength Rating of "A" or better and Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.

B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.

C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Specialist within thirty (30) Days of the effective date.

D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts: Professional liability insurance in the minimum amount of $1,000,000.00 individual occurrence and $3,000,000.00 aggregate.

H.1.1 Required Provisions

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.

B. Waive subrogation against the Department, its officers, employees and elected representatives, for bodily injury (including death), property damage or any other loss, to all applicable coverages.

C. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.

D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

E. Ensure that all certificates of insurance identify the service or product being provided and the name of responsible party.

F. The Contractor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring written notice of cancellation to the Department.

G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No Contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.

H. All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas.

I. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five percent (5%) of the required yearly aggregate limit of coverage.

J. The Contractor is responsible for the first (1st) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

K. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.

L. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

H.2 SUBCONTRACTORS

A. The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract.

B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld.

C. If a Subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized Department representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.

D. The Contractor shall furnish to the Department copies of all subcontracts, without regard to the amount of annual payments.

E. Any arrangement by the Contractor with an affiliate or member company to provide Services for this Contract shall be subject to the Subcontractor provisions of this Section.

F. No contractual relationship shall exist between the Department and any Subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions or omissions of any Subcontractor selected by the Contractor.

G. The Contractor shall be responsible for the management of the Subcontractors in the performance of their work.

H. A Subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits or any other discussions except at the request of the Department.

I. Unless waived in writing by the Department, the subcontract shall contain the following:

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

2. 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 the Department under the Master Contract.

3. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.

4. The Department shall be deemed a "third party beneficiary" to the subcontract.

5. The subcontract shall contain the required Authority to Audit clause referenced in Section E.4, and the required Non-Discrimination clause referenced in Section I.12.

H.2.1 Insurance

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.

H.2.2 Historically Underutilized Business (HUB)

A. The Contractor shall make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181-182, 2161.252(b), and Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285. Pursuant to the Texas Statewide Support Services Division HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.

B. A detailed description of the HSP and required forms to be submitted with the proposal submission are included in Exhibit J.8, HUB Subcontracting Plan.

C. The Contractor shall provide notice to all Subcontractors of their selection as a Subcontractor for this Contract. The notice must specify, at a minimum, this Department's name, the name of the Contract Specialist, this Contract's assigned contract number, the subcontracting opportunity the Subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice shall be provided to the Contract Specialist no later than ten (10) working days after this Contract is awarded.

D. The Contractor shall submit to the Contract Specialist on a monthly basis (by the fifth (5th) Day of the following month) the Prime Contractor Progress Assessment Report, which is included in Exhibit J.8.

H.3 RESERVED FOR FUTURE USE

H.4 RESERVED FOR FUTURE USE

H.5 RESERVED FOR FUTURE USE

H.6 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS

A. The Contractor shall comply with Texas Government Code, Section 2155.4441, relating to service contract use of products produced in the State of Texas.

B. In performing Services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

H.7 CRIMINAL HISTORY INFORMATION COMPLIANCE

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Offenders and former Offenders known as "criminal history information". Criminal history information means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20.21; 42 U.S.C. 3711, et seq., as amended; Texas Government Code, Section 411.083, and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.

B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.

C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the Services contemplated herein.

D. In the event that the Contractor’s employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department’s approval, the Contractor’s corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions

unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

H.8 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION

A. The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive". The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of Services contemplated herein.

B. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

H.9 BOOKS AND RECORDS

All records and documents pertinent to the Services contracted hereunder shall be kept for a minimum of seven (7) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between the Contractor and the Department.

H.10 ORGANIZATIONAL NAME CHANGE

The Contractor shall submit written notification to the Department of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

H.11 FREE EXERCISE OF RELIGION

The Contractor is prohibited from substantially burdening an employee's or Offender's free exercise of religion.

H.12 RESERVED FOR FUTURE USE

H.13 RESERVED FOR FUTURE USE

H.14 RESERVED FOR FUTURE USE

H.15 RESERVED FOR FUTURE USE

H.16 SECURITY

The Contractor's employees and representatives, vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on State property. The Contractor agrees to abide by all Department Policies and Unit rules and regulations on State property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers and cellphones to any State property. This includes having these items in the personal vehicles of on-site employees. The Contractor's employees may not carry more than twenty-five dollars ($25.00) in cash into any Department Units. Tobacco products are strictly prohibited on Department Units, but are allowed in the personal vehicles on on-site employees or in designated smoking areas. All vehicles must be kept locked when not in use and the Contractor's employee must stay with the vehicle when it is unlocked.

SECTION I - CONTRACT CLAUSES

I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR

A. Funds are not presently available for performance under this Contract beyond August 31, 2019.

B. The Department's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made.

C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2019, until funds are made available to the Department for performance and until the Contractor receives notice of availability.

D. Refer to Section I.3.4.C, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

I.2 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or Service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

I.3 DEFAULT AND TERMINATION

I.3.1 Default by the Contractor

Each of the following shall constitute an Event of Default on the part of the Contractor:

A. A Material Failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;

B. A Material Failure to meet or comply with federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;

C. The Contractor's Material Failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;

D. Insolvency of the Contractor as evidenced by any of the following occurrences:

1. Its inability to pay its debts;

2. Any general assignment for the benefit of creditors;

3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;

4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or

5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.

E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or

F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

I.3.2 Further Opportunity to Cure

A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.

B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.

C. The decision of the Department will be communicated in writing to the Contractor.

D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.

E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

I.3.3 Remedy of the Department

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify, in writing, the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

A. Reducing its claim to a judgment;

B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;

C. Withholding of funds as authorized in Section G.4.6; or

D. Exercising a Termination for Default.

1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.

2. The Department will have no further obligations to the Contractor after such termination.

3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.

4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:

   a. Acts of God or of the public enemy;

   b. Acts of the State in either its sovereign or contractual capacity;

   c. Fires;

   d. Floods;

   e. Epidemics;

   f. Quarantine restrictions;

   g. Strikes;

   h. Freight embargoes; and

   i. Unusually severe weather.

   In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

I.3.4 Termination for Unavailability of Funds

A. The Payment of money by the Department or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.

B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or

warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.

C. In the event State funds for this Contract become unavailable due to Non-Appropriation, the Department will have the right to terminate the Contract without penalty.

D. The Contractor acknowledges that the Department does not receive a “line item appropriation”.

1. If the funds appropriated are not sufficient to pay for the Department’s operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.

2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

I.3.5 Non-Appropriation Effect and Remedy

An event of Non-Appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-Appropriation, this Contract shall automatically terminate as of the last day of the Biennium for which appropriations have been made.

I.3.6 Termination for Convenience

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

I.3.7 Termination by Mutual Agreement

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

I.3.8 Termination Procedures

A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:

1. The Department will immediately notify the Contractor in writing specifying the effective termination date.

2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

a. Place no further subcontracts or orders in support of this Contract;

b. Terminate all subcontracts; and

c. Cancel all orders as applicable.

B. Upon termination, the Contractor shall be entitled to receive from the Department Payment for all Services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after one hundred eighty (180) Days from the date of termination will not be considered.

I.3.9 Default by the Department

Each of the following shall constitute an Event of Default on the part of the Department:

A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or

B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and

C. Unless cured by the Department within twenty (20) Days after receiving written notice thereof.

I.3.10 Remedy of the Contractor

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below.

I.3.11 Dispute Resolution

A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor shall be resolved as follows:

1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.

2. A Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.

3. To initiate the process, the Contractor shall submit written notice, as required by Texas Government Code, Chapter 2260, Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.

4. Said notice shall specifically state the provisions of Texas Government Code, Chapter 2260, Subchapter B, are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.

5. Compliance by the Contractor with Subchapter B, is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.

6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

7. Compliance with the contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.

8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.

B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in the Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter C, Rule 155.31.

C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing Services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.

D. Records of the Services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.

E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

I.4 NO WAIVER OF RIGHTS

A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.

B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

I.5 INDEMNIFICATION OF THE DEPARTMENT

I.5.1 Acts or Omissions

The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, Subcontractors, order fulfillers, or suppliers of Subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office

of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

I.5.2 Infringements

A. The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.

B. The Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by:

1. Use of the product or service for a purpose or in a manner for which the product or service was not designed;

2. Any modification made to the product without the Contractor's written approval;

3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;

4. Any intellectual property right owned by or licensed to the Department; or

5. Any use of the product or service by the Department that is not in conformity with the terms of any applicable license agreement.

C. If the Contractor becomes aware of an actual or potential claim, or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or in the case of an injunction against the Department, shall), at the Contractor's sole option and expense;

1. Procure for the Department the right to continue to use the affected portion of the product or service; or

2. Modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that the Department's use is non-infringing.

I.5.3 Taxes/Workers' Compensation/Unemployment Insurance - Including Indemnity

A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The Department and/or the State shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or

workers' compensation or any benefit available to a State employee or employee of another governmental entity customer.

B. The Contractor agrees to indemnify and hold harmless the Department, the TBCJ, the State of Texas and/or their employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in its performance under this Contract. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

I.6 NO WAIVER OF DEFENSES

A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of the Services by the Contractor without the consent of the other party.

B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

I.7 INDEPENDENT CONTRACTOR

A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.

B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.

C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

I.8 LAWS OF TEXAS

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

I.9 ASSIGNMENT

A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.

B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:

1. More than fifty percent (50%) of the assets of the Contractor are sold;

2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or

3. Any shareholder or owner of the Contractor who owns at least ten percent (10%) beneficial ownership of the Contractor fails to continue to own at least ten percent (10%).

C. In the event that any sale, transfer, or assignment, as referenced in paragraphs A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS

A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.

B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

I.11 APPROVAL OF CONTRACT

A. This Contract is subject to written approval of the Executive Director of the Department or the Director's designated representative and shall not be binding until so approved.

B. For Contracts valued over one million dollars in the initial Contract Term, the Executive Director's approval shall be given only on the approval of the TBCJ.

I.12 NON-DISCRIMINATION

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, Subcontractor, participant or provider on account of race, color,

disability or perceived disability, religion, sex, national origin, genetic information, or age, and in accordance with the following:

A. The Contractor shall not discriminate against employees, Subcontractors, participants or providers who have or are perceived to have a disability because of Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.

B. In all solicitations or advertisements for employees and/or the purchase of Services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.

C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each Subcontractor or vendor.

I.13 CONFIDENTIALITY AND OPEN RECORDS

I.13.1 Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

I.13.2 Open Records

In accordance with Texas Government Code, Section 2252.907, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Texas Government Code, Chapter 552 (Texas Public Information Act). The Texas Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Texas Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Texas Public Information Act.

I.14 CONTRACT CHANGES

A. Changes/modifications to this Contract (except Contract extensions, administrative changes such as changing the Contract Specialist designation, correcting typographical errors or other unilateral changes discussed elsewhere in the Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.

B. The Department, at its sole discretion, may revise funding during the course of this Contract by issuing a unilateral modification to the Contractor.

I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT

A. The Department may, at its sole discretion, extend the Contract Term, by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.

B. The preliminary notice does not commit the Department to an extension.

C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

I.16 OPTION TO EXTEND SERVICES

A. The Department may require continued performance of any Services within the limits and at the rates specified in this Contract.

B. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or extension period for the purpose of re-advertising the Service, awarding a new contract, and transitioning into a new contract.

C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.

D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

I.17 SEVERABILITY

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

I.18 IMMIGRATION

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C.§ 1101 et seq.) and all subsequent immigration laws and amendments.

I.19 NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Section I.3.11.

I.20 LIMITATION ON AUTHORITY

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use

is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

I.21 INTELLECTUAL PROPERTY INDEMNIFICATION

A. The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.

B. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213

A. Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Texas Administrative Code, Title 1, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

B. The Contractor shall provide the Department with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under the Rehabilitation Act, Section 508), or indicate that the product/services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein

shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

I.24 FORCE MAJEURE

A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in 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.

B. 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.

C. Each party must inform the other in writing, with proof of receipt, within three (3) working days of the existence of such force majeure, or otherwise waive this right as a defense.

I.25 NOTICES

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract or by U.S. mail.

Notices to the Department shall be sent to:

Steven Tilley, Contract Specialist III
Texas Department of Criminal Justice
Contracts and Procurement Department
Two Financial Plaza, Suite 525
Huntsville, Texas 77340

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party. This change shall be incorporated with a unilateral modification.

I.26 SUBSTITUTIONS

Substitutions are not permitted without written approval of the Department.

I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM

A. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All Persons employed to perform duties within Texas, during the Contract Term; and

2. All Persons (including Subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

B. The Contractor shall provide, upon request of the Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and the Contractor's Subcontractors, as proof that this provision is being followed.

C. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.

SECTION J - LIST OF EXHIBITS

EXHIBIT NO.	TITLE	NUMBER OF PAGES
J.1	TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice and Instructions (PMS-41)	4
J.2	TDCJ-PD, Sex Offender Treatment Progress Report and Instructions (PMS-31)	3
J.3	TDCJ-PD, Sex Offender Treatment/Polygraph Referral Information and Instructions (PMS-27)	2
J.4	TDCJ-PD, Disclosure of Information and Waiver of Confidentiality (PMS-33)	1
J.5	TDCJ-PD, Services Invoice and Completion Instructions (PMS-34)	2
J.6	TDCJ-PD, Sex Offender Program Performance Measures Worksheet, Sex Offender Treatment Contract and Completion Instructions	2
J.7	TDCJ-PD, Sex Offender Treatment, Terminated From Subsidy/ Notification of Treatment Termination (SP-0507)	2
J.8	HUB Subcontracting Plan (HSP)	4
J.9	Child Safety Zone Certification	1

TEXAS DEPARTMENT OF CRIMINAL JUSTICE - PAROLE DIVISION ATTENDANCE ROSTER & BILLING INVOICE

Contract Provider Name and Contract Number:	Day of Week:	Month/Year:	Start Time:	End Time: (AM/PM)	Treatment Site:

This area is to be completed by the Therapist. The Participant shall initial under the date for each attendance.								Completed by the Parole Officer	
Offender Name/TDCJ#	Week 1	Week 2	Week 3	Week 4	Week 5	Parole Officer Name and District Parole Office	Codes and Termination	Parole Officers Verification of Subsidy, Signature, and Comments	
DATE ➔									
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:
	Subsidy: Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No	**Subsidy:** Yes No			Yes	X_____
Co-payment								No	X_____
Participants Initials Here ➔									Comments:

Therapist's Signature:_____ Date: _____

Therapist's Printed Name: _____

By my signature above I certify this is an accurate listing of those who attended sex offender treatment for the date, time, and location provided.

Total Number of Offenders Billed: _____

Date Delivered to the Billing Unit: _____

Unit Supervisor's Signature:_____ Date: _____

Unit Supervisor's Printed Name: _____

This verifies the above subsidized offenders are either within the initial subsidy period or a current extension has been approved in the OIMS.

Name/Title of Person Who Received: _____

District Parole Office Received Date: _____

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION

SEX OFFENDER TREATMENT
ATTENDANCE ROSTER & BILLING INVOICE INSTRUCTIONS

A. The Treatment Provider Shall:

1. At the top of the form enter the contract provider's name and number, day of the week (Monday, Tuesday, etc.), the month and year, the time of the group session, and site (physical address of treatment services). *The time of the group shall include the time the group starts and the time the group ends.*

2. Print or type the participant members' full names and TDCJ numbers who are enrolled and scheduled to attend the session: Note: All group member names are to be typed or legibly printed on this form.

3. Enter the Parole Officer's name and District Parole Office.

4. For each session attended in the month, mark "Yes" for subsidized clients and "No" for self-pay clients.

5. Enter the co-payment the offender paid for that session.

6. Maintain one roster per group of participants each month.

7. If applicable, enter the corresponding Problem, Progress and/or the Termination Code in the space provided in the "Codes and Termination" column.

Problem Codes:
A = Absent
M = Make up session
1 = Missed initial appointment
2 = Two successive absences
3 = Late to group (10 minutes or more)
4 = Left group early (10 minutes or more)
5 = Failed to pay established fee
6 = Intoxicated / Drug use
7 = Displayed disruptive behavior
8 = Showed signs of re-offending
9 = Did not complete homework
10 = Other, Specify – Can be used for problem or progress

Progress Codes:
11 = Admits to offense
12 = Submits homework on time
13 = Accepts feedback well
14 = Provides good feedback
15 = Appropriately participates in group discussion
16 = Follows group rules
17 = Offender is progressing at an acceptable pace

Terminate Code:
T = Terminated from group session: List any terminations by entering "T" and the applicable problem code i.e., T-7. If other, please specify.
TS = Terminated from Subsidy. The offender will remain in the treatment program as a self-pay client.

8. If offender is attending a session for a make-up class, the vendor shall enter "M" in the "Codes and Termination" column and enter the date for the session the offender is making-up. For example, if an offender missed group on 11/6/2015 and made the session up the following week, the therapist will enter M – 11/6/2015, in the problem code column, on the invoice he/she made up the session.

   NOTE: Even if services were not provided during the month, a termination code must be entered.

9. Counseling participants initial the roster in the shaded area at the time of each session. Those who are absent are indicated by lack of initial and marking an "A" in the "Codes and Termination" column.

10. The therapist provider shall sign, date, and number all rosters for each treatment site, and submit the entire previous month's original signed roster(s) to the referring District Parole Office Specialized Unit Supervisor by the 5th day following the month of services, keeping a copy in the provider's file. *In the event services are being provided to offenders from different offices, copies of the PMS-41 must be sent to each referring office.* The therapist shall not send invoices directly to Accounts Payable. If the vendor chooses to submit the invoices weekly, the District Office will enter the received date on the date the entire month's invoices have been received.

11. The provider shall provide the "Total Number of Offenders Billed" for the number in the total number of units in that session they are seeking reimbursement for the month.

12. If more than one page is needed for the group, please number the total number of pages per site. For example "1 of 2."

13. Leave the "Completed by the Parole Officer" blank.

B. District Parole Office Staff

1. Enter the name and title of the person who received the invoices in the space provided "Name/Title of Person who Received."

2. Enter the date the invoices were received in the space provided "District Parole Office Received Date." Please note that if rosters are submitted weekly, the date entered will be the date when the entire month's invoices are received.

C. The Parole Officer Shall:

1. Review the submitted roster(s) within four (4) calendar days after the invoices are received at the District Office and sign the column "Completed by the Parole Officer." The officer will use the sign-in sheet as verification of the offender's attendance and subsidy eligibility. The officer shall verify the offender's **subsidy eligibility** by marking "Yes" or "No" and a signature for each client listed on the invoice. The signature verifies the offender is subsidy eligible, that the offender name and TDCJ # are correct, the offender was referred to therapy, and the offender's initial appears to be a valid initial. Please note, that if an offender did not attend, the officer shall still verify subsidy eligibility by marking "Yes" or "No" and sign for each offender. Vendors can be reimbursed for up to four (4) absences per year. Therefore, in any event, a signature is needed to verify subsidy status. Payment will be made on only those entries where the vendor and the parole officer have indicated that the offender is subsidy eligible. In the event the provider is billing for an offender that is no longer on subsidy, the officer shall indicate next to their signature the date the provider was notified via the SP-0507 that the offender was terminated from subsidy. The date shall match the date that was entered into OIMS.

2. Review the roster for any problems noted and take action if appropriate.

3. The officer shall use the "Comments" section under their name to provide information that may be necessary, such as "In Custody 11/6/2006."

4. Incomplete invoices may be returned to the provider to make corrections or corrected by the officer, provided they have the necessary information to make the correction. If the officer is making the correction for the vendor, the vendor shall be notified to advise the vendor of the correction. The officer shall initial their correction. In any event, incomplete or inaccurate invoices shall not be submitted for payment.

D. The Specialized Unit Supervisor Shall:

1. Review the submitted roster(s) within three (3) calendar days of receipt, print and sign the section at the bottom right of the form. This signature indicates that either the offender is within his initial 60 days of subsidy or a current extension has been approved in OIMS.

2. Scan the signed rosters. Utilize the instructions found in the "Procedure for Scanning PMS-41 Invoices to File."

3. Submit the signed rosters by email within seven (7) calendars days of receipt from the vendor to:

Specialized Programs Billing Unit
sotp.invoices@tdcj.texas.gov

4. Maintain the roster(s) in the District Parole Office for future reference.

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
Sex Offender Treatment Progress Report

From: _____ To: _____
Therapist Parole Officer

Re: _____ _____/_____
Client TDCJ # / SID #

Date of Report: _____ Period Covered: _____ to _____

Response Key Codes:

1 = Yes	**3 = Effort being made**	**5 = Not applicable**
2 = No	**4 = More effort needed**	**0 = Unknown**

I. Attendance

_____ 1. Arrives on time for sessions

_____ 2. Number of sessions tardy by 10 or more minutes

_____ 3. Number of sessions client leaves before session ends

II. Treatment Participation

_____ 4. Completes homework assignments as required

_____ 5. Appropriately participates in group discussion

If not, explain: _____

_____ 6. Accepts feedback from other group members

If not, explain: _____

_____ 7. Pays established fee. Balance: $ _____

_____ 8. Accepts responsibility for sexual behavior

_____ 9. Currently working on the following treatment components (check all that apply):

____ Sex offense cycle ____ Thinking errors ____ Victim empathy ____ Relapse prevention

____ Owns victimization issues ____ Social skills training ____ Aftercare planning

____ Substance abuse education (or proper referral made) ____ Other (specify) _____

_____ 10. Has completed the following treatment components (check all that apply):

____ Sex offense cycle ____ Thinking errors ____ Victim empathy ____ Relapse prevention

____ Owns victimization issues ____ Social skills training ____ Aftercare planning

____ Substance abuse education (or proper referral made) ____ Other (specify) _____

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
Sex Offender Treatment Progress Report

_____ 11. Follows treatment program rules

_____ 12. Displays the following thinking errors (list all that apply):

_____

_____

_____ 13. Client reports violating treatment and/or supervision rules

_____ 14. Client has shown progress in treatment by: _____

_____

III. Recommendations

_____ Modification of attendance frequency is needed.

_____ Other treatment referral is necessary.

_____ Treatment goals need to be revised.

_____ Termination/Discharge from treatment program to be discussed.

_____ Therapeutic evaluation/testing needed.

_____ Conditions of release need to be imposed/modified/withdrawn.

_____ Individual sessions are necessary.

_____ Parole violations need to be discussed.

Comments: _____

_____

Termination/Discharge Summary (Indicate if participant successfully or unsuccessfully leaves your program and recommendations concerning treatment and supervision needs):
_____
_____
_____

I have discussed this report with my therapist.

Client's Signature: _____ Date: _____

Dist: Parole Officer Therapist Client
Sex Offender Treatment Progress Report

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
Sex Offender Treatment Progress Report

INSTRUCTIONS

Enter the name of the therapist who has been treating the client, the supervising parole officer, the client, TDCJ #, and SID #. Enter the current date and the date the report period covers.

I. Attendance

1. Enter the appropriate response key code.
2. Enter the actual number of sessions the client was tardy by more than 10 minutes.
3. Enter the actual number of sessions the client left before the session ended.

II. Treatment Participation

4. Enter the appropriate response key code.
5. Enter the appropriate response key code. Explain how the client is not participating appropriately in group discussions.
6. Enter the appropriate response key code. Explain how the client does not accept feedback.
7. Enter the appropriate response key code. If client owes therapist money, indicate the current balance.
8. Enter the appropriate response key code.
9. Indicate the treatment components on which the client is currently working.
10. Indicate the treatment components that the client has completed.
11. Enter the appropriate response key code.
12. List the participant's identified thinking errors.
13. Enter the appropriate response key code.
14. Specify how the client is showing progress in treatment (e.g., accepting responsibility, completing homework, attending regularly, passing the polygraph, etc.)

III. Recommendations

Check all recommendations that apply to the specific client. If a recommendation is not listed, write it in the comments section.

Comments

Write additional information not covered on the form that the supervising parole officer has a need to know.

Termination/Discharge Summary

State if the client has been successfully or unsuccessfully terminated from the treatment program. If unsuccessful, state the reason for the termination. Include any follow-up recommendations that may impact supervision or treatment needs of the client.

Review the information with the client, and have the client sign and date the form. Send a copy to the parole officer and give a copy to the client. Maintain the original in the therapist's file.

☐ **Subsidy Eligible**

☐ **Self-Pay**

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
SEX OFFENDER TREATMENT/POLYGRAPH REFERRAL INFORMATION

Date Referred to Treatment: _____ Date Referred to Polygrapher: _____

A. Offender's Name: _____ DOB: _____ TDCJ#: _____ SID#: _____

Address: _____ With Whom: _____

Telephone: (H) _____ (W) if available: _____

Names / Ages of children (indicated if they are in home): _____

B. Conviction History (current offense listed first):

1. _____
2. _____
3. _____

C. Release Date: _____ **Discharge Date:** _____

D. Description of sexually criminal / deviant / offensive behavior for which referral is made (include age of victim, relationship to victim, weapons used, physical harm to victim, # of victims, etc. _____

_____

E. Offender Admits: (check one) ☐ All ☐ Some ☐ None

F. Mental health issues /diagnoses: _____

_____

Other treatment programs attended (include any program attended before, during and since incarceration, length of time attended and completion data): _____

_____

To: Treatment Provider or Polygraph Examiner:

Name: _____

Address: _____ Telephone #: _____

For additional treatment/education information, the treatment provider may call:

From: Parole Officer:

Name: _____ DPO: _____

Address: _____ Telephone #: _____

Attachments: (Check all that are included)

☐ Criminal History
☐ Social History
☐ Polygraph reports
☐ Prior Evaluations
☐ Signed Disclosure of Information & Waiver of Confidentiality
☐ Case Summary, Release Certificate, including Special Conditions
☐ SOTP Closing Summary
☐ Other (specify): _____

_____

For Additional treatment/education information call:

☐ Attended in-prison SOTP
☐ Attended in-prison SOEP

☐ E1 - Ellis Unit 936-295-5756
☐ GR - Goree Unit 936-295-6331
☐ HI - Hightower Unit 936-258-8013
☐ HT - Hilltop Unit 254-865-8901
☐ HV - Huntsville Unit 936-437-1555
☐ R2 - Stringfellow Unit 281-595-3413

*** Please note: A copy of the evaluation and polygraph report will be provided to offenders who are entitled to the notice and hearing process.**

cc: Therapist/Polygraph Examiner & Offender's file

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
SEX OFFENDER TREATMENT/POLYGRAPH REFERRAL INFORMATION
INSTRUCTIONS

I. Subsidy Eligible/Self-Pay:

Check the appropriate Box. If the offender is subsidy eligible, the 60-day subsidy period will begin on date it was entered into the Offender Information Management System (OIMS). In the event the offender becomes subsidy eligible subsequent to the initial referral, a printed copy of the OIMS subsidy referral shall be provided to the contract therapist providing proof that the therapist may bill for subsidy. Referrals for subsidized polygraphs and evaluations are approved by the Sex Offender Program Specialist via e-mail and the PMS-34 is the method utilized for subsidized polygraph examinations and evaluations. Officers may copy the original form used for the referral to treatment and provide a copy to the polygraph examiner filling in the referral date to the polygrapher. There is no need to complete another form to refer to a polygraph examiner.

II. Offender information:

A. Enter the date the referral is being made to treatment or the polygrapher. Enter the offender's identifying information. If the offender has children list their names and ages and whether these children live with the offender.

B. Enter the offense name and year of conviction beginning with the offense(s) for which the offender is currently being supervised. Be sure to enter all sexual conviction information in this area.

C. Enter the release and discharge dates of the current period of supervision.

D. Describe the sexually criminal/deviant/offensive behavior the offender has engaged in. State the sex and age of victims, the offender's relationship with the victim, whether the victim was physically injured, weapons used, the number of known victims and any other pertinent information that may be useful to the therapist about the offense(s).

E. Indicate if the offender admits to all, some, or none of the sexually criminal/deviant/offensive behavior.

F. List any known mental health issues or diagnoses, i.e., depression, suicidal attempts or threats, mentally retarded, schizophrenia, etc. Describe any other treatment programs the offender has attended/completed, including substance abuse programs, MHMR, prior sex offender treatment, etc. This description should include the length of time the offender attended and recommendations/prognosis given by the therapist. List all treatment attended while on probation, incarcerated, previous supervision terms or during the current supervision period. If the offender attended treatment while in prison, attach a copy of the closing summary and the clinical interview/evaluation if applicable.

III. Therapist/Polygraph Examiner Information:

Enter the name, address, and telephone number of the treatment provider to whom the referral for treatment is made. The polygraph examiner's name can be added in the space next to the therapist's name when a referral is being made to a polygraph examiner.

IV. Parole Officer Information:

Enter the name, address, and telephone number of the referring officer.

V. Attachments:

Check all items that are attached to the form and being sent to the treatment provider/polygraph examiner. The completed form and all attachments are sent to the treatment provide/polygraph examiner. The officer shall also check the SOTP screen to determine if the offender attended the SOTP or SOEP in-prison program. The officer shall check the appropriate box and the unit the offender received the services. If the offender attended the SOTP the parole officer shall include the Closing Summary.

A copy of the form is to be retained in the district file.

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION

Disclosure of Information and Waiver of Confidentiality

_____ _____
Name of Offender (PRINT LAST NAME FIRST) TDCJ #

I hereby authorize the Texas Department of Criminal Justice, Parole Division, to disclose and/or obtain information to and/or from the organization/agency.

Name of Organization/Agency: _____

_____

Address: _____

City/State/Zip: _____

Telephone Number: _____

I understand that the information released will be limited to the following types of relevant information regarding:

Psychological or psychiatric data
Medical condition or status
Chemical abuse
Employment history
Social history
Criminal history
Sexual history
Date of birth

This Consent for Disclosure of Information will terminate when I discharge parole or mandatory supervision. I further agree that my treatment group sessions or polygraph examinations may be observed by employees of TDCJ.

_____ _____/_____/_____
Offender's signature Date

_____ _____/_____/_____
Officer's signature Date

PMS-33 (Rev. 03-03)

☐ **Sex Offender Evaluation**
☐ **SOCH Evaluation**
☐ **Polygraph Examination**
☐ **Individual Session**

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
SERVICES INVOICE

A. Client: _____ TDCJ#: _____

B. Referring Parole Officer: _____ Phone #: _____

Date of Approval: _____ Approving Authority: _____

(The e-mail approval must be attached to this invoice.)

District Parole Office: _____ Region: _____

C. Treatment Program (if applicable): _____

Therapist/Polygraph Examiner: _____

D. Parole Officer's Signature: _____

E. Unit Supervisor's Signature: _____

F. Date Evaluation/Individual Session/Polygraph Conducted: _____

G. Date written report submitted to supervising officer: _____ Amount Due: $ _____

H. Therapist/Polygraph Examiner (Print Name): _____

Address: _____

Location of Service: _____

Contract #: _____

Therapist's/Polygrapher's Signature: _____

(This signature certifies that the officer has received the written evaluation/polygraph report.)

Attachment: Completed Report

Distribution: District Parole Office
Therapist/Polygraph Examiner
Original–Central Office with Attachment

Accounts Payable Use Only

☐ Written report attached verifying services were rendered

For Individual Sessions Only

Client's Signature _____ _____
Date

SEX OFFENDER TREATMENT/POLYGRAPH EXAMINATION/INDIVIDUAL SESSION SERVICES INVOICE
PMS-34
COMPLETION INSTRUCTIONS

Upon identifying a client who requires financial assistance for obtaining a treatment evaluation, polygraph examination, or an individual session, the supervising officer shall contact, via email, the Sex Offender Program Specialist or designee at Central office, Specialized Programs, for approval to have the evaluation, polygraph examination, or individual session subsidized by the Parole Division (PD). The officer shall provide the Program Specialist, Central office, with the client's name, TDCJ number, sex offense, and the name of the contract vendor who will complete the evaluation or polygraph examination; the reason for the evaluation or polygraph examination; the date of the client's last evaluation or polygraph examination (if applicable); the special conditions that are in effect; and the reason the client is unable to pay for the evaluation or polygraph examination. See PD/POP 3.6.9, Sex Offender Treatment and Polygraph Guidelines for more information on subsidized services to include individual sessions. Once approval is obtained from Central office, the officer shall fill out the PMS-34 invoice. A copy of the approval e-mail shall be attached to the PMS-34, when submitting it to the service provider and when submitting the invoice for payment.

Providers shall complete the PMS-34 and attach a copy of the written report in order to receive reimbursement for polygraph or evaluation services. The PMS-34 confirms that an approved evaluation or polygraph examination of a client has been completed and that the officer has received the final written report. The client must sign the PMS-34 for individual sessions.

Specialized Officers shall do the following with the invoice:

1. Once approval for a client's evaluation/individual session or polygraph examination is obtained from Central office, the officer shall indicate what type of services are being completed by checking the appropriate box. The officer shall complete Sections A, B, C and D. In Section B, the date the evaluation or polygraph examination approval was obtained and the name of the person at Central office who gave that approval shall be documented. Approval is necessary in order to monitor that a client receives no more than one evaluation or polygraph examination per year and proper approval is needed for individual sessions. A copy of the approval e-mail shall be attached to the PMS-34. The officer shall sign the form and submit it to his unit supervisor for review and approval.

2. The unit supervisor shall review the invoice for accuracy and completeness. Once approved, the officer shall send the partially completed invoice to the provider, who shall then complete sections F, G, and H.

Providers shall do the following:

1. Complete sections F, G, and H. The amount due is the total amount owed per the PD contract.

2. Once the evaluation or polygraph examination is completed, submit the written report to the supervising officer and attach a copy to the PMS-34, as well as the approval e-mail, in order to receive reimbursement. For individual sessions, the client must sign at the time of the session, and the approval e-mail must be attached to the PMS-34. The service provider shall submit the invoice to:

Specialized Programs
Billing Unit
8610 Shoal Creek Blvd.
Austin, Texas 78757

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
SEX OFFENDER PROGRAM
PERFORMANCE MEASURES WORKSHEET
SEX OFFENDER TREATMENT CONTRACT

Contractor: _____ **Date:** _____

Quarter: ☐ 1st (September–November) ☐ 2nd (December–February) ☐ 3rd (March–May) ☐ 4th (June-August)

Person Providing the information: _____ **Contract Number:** _____

Primary area covered:

1. Who is currently working under the Contract:	2. License Expiration Date	3. CSOT Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		
g.		
h.		

4. All Approved by Specialized Programs ☐ Yes ☐ No - If no, list name(s) in comments

5. Liability insurance current & on record for each person under the Contract ☒ Yes ☐ No – if no, list name(s) in comments

Secondary area covered:

6. What is your maximum group size? _____
7. What is your client intake day and time? _____
8. Are your billing invoices (PMS-41) being submitted by the 5th day of the month following Services?
   ☐ Yes ☐ No ☐ N/A – No subsidized clients in this reporting period
9. Are you still at the same address/location, and with the same contact numbers? ☐ Yes ☐ No, If not please provide update information
10. What assessment tools are you currently utilizing when completing evaluations?

    _____

    _____

11. How many Offenders successfully completed sex offender treatment during this reporting period?

    _____

12. List all group locations and group times to include begin and end times.

    _____

    _____

13. Comments:

    _____

    _____

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
SEX OFFENDER PROGRAM
PERFORMANCE MEASURES WORKSHEET
SEX OFFENDER TREATMENT CONTRACT
COMPLETION INSTRUCTIONS

Provider Performance Measures shall be submitted to the Texas Department of Criminal Justice Parole Division at the end of each quarter (December 30th, March 30th, June 30th, and September 30th).

Contractor:	Enter the name of the Contractor or company name.
Date:	Enter the date the report is being completed.
Quarter:	Enter the reporting period by checking the appropriate quarter.
Person Providing the information:	Enter the person's name that is providing the information.
Contract Number:	Enter the Contract number.

Primary areas covered:		
1.	**Who is currently working under the Contract:**	Enter all persons who are conducting subsidized treatment under the Contract.
2.	**License Expiration Date:**	Enter the date each person's primary license expires.
3.	**CSOT Expiration Date:**	Enter the date each person's CSOT license expires.
4.	**All Approved by Specialized Programs:**	Mark "Yes" if all persons operating under the Contract have been approved by the Texas Department of Criminal Justice – Specialized Programs. Mark "No" and list the person's name in the comment section if approval has not been given for an examiner.
5.	**Liability insurance & on record:**	Mark "Yes" if all Providers working under the Contract have current liability insurance and a copy has been provided to Contracts and Procurement. Mark "No" and list the person(s) name in the comment section if insurance is not current and/or not on record with Contracts and Procurement.

Secondary area covered:		
6.	**What is your maximum group size?**	Enter the maximum group size of the Provider.
7.	**What is your client intake day and time?**	Enter the Provider's intake day and time. If the Contractor has multiple sites indicate which site the intake day and time is being reported.
8.	**Are your billing invoices (PMS-41) being submitted by the 5th day of the month following services?**	Mark "Yes" if the billing invoices (PMS-41) are submitted by the 5th day of the month. Mark "No" if the billing invoices (PMS-41) are not submitted by the 5th day of the month.
9.	**Are you still at the same address/location, and do you still have the same contact numbers?**	Enter the Provider's current address, telephone, and fax number.
10.	**What assessment tools are you currently utilizing when completing evaluations?**	Enter the type of assessment tools the Provider is utilizing in order to complete evaluations.
11.	**How many Offenders successfully completed sex offender treatment during this reporting period?**	Enter the number of Participants that have successfully completed treatment during this reporting period.
12.	**List all group locations and group times to include begin and end times.**	List all group locations and group times to include begin and end times.
13.	**Comments:**	Enter any additional comments the Provider might have. Additional comments are not required.

☐ **Terminated From Subsidy**
☐ **Notification of Treatment Termination**

Texas Department of Criminal Justice
Parole Division

Sex Offender Treatment
Terminated From Subsidy/Notification of Treatment Termination

To: _____ **Date:** _____

From: _____ **Office:** _____

Re: _____ **TDCJ/SID#:** _____
(Offender's name)

Effective ____/____/_____, the above Offender has been removed from treatment for the following reason:

☐ **Absconded**

☐ **Deceased**

☐ **Discharged**

☐ **In custody, reason:** _____

☐ **Revoked, reason:** _____

☐ **Medically unable to participate**

☐ **Special Condition requiring treatment participation withdrawn**

☐ **Transferred outside the immediate area**

☐ **No longer subsidy eligible, Offender will remain in the program as a self-pay client.**

☐ **Other (specify)** _____

_____

_____

Distribution: Therapist
District File

SP – 0507 (7/1/05)

Texas Department of Criminal Justice
Parole Division

Sex Offender Treatment
Terminated from Subsidy/Notification of Treatment Termination
Instructions

This form will be used to notify the:

1. **Contracted treatment provider when an offender is no longer subsidy eligible; and**
2. **Treatment provider that an offender is no longer able to attend treatment.**

Terminated from Subsidy/Notification of Treatment Termination	Check the appropriate box. If the offender was receiving subsidized treatment and is no longer subsidy eligible, indicate such by checking the Terminated from Subsidy box and the reason the offender is terminated from the subsidy program. Check Notification of Treatment Termination if the offender was a self-pay client and is no longer able to attend treatment.
To:	Enter the treatment provider's name that is providing the service.
From:	Enter the name of the supervising or submitting officer.
Re:	Enter the Offender's name as it appears on the release certificate.
Date:	Enter the date the form is being completed.
Office:	Enter the supervising District Office.
TDCJ#	Enter the Offender's TDCJ or SID# as it appears on the release certificate.
Effective Date:	Enter the date the offender was terminated from treatment and/or the subsidy program.
Reason:	Check the appropriate box as to the reason the offender is being terminated from treatment and/or the subsidy program. If the offender is in custody or revoked, indicate the reason(s). If none apply, enter the reason(s) in the space marked other and specify the reason.
Distribution:	Any time an offender is terminated from treatment and/or subsidy, a copy is given to the treatment provider that was providing the service and a copy is kept in the offender's district file.

Rev. 10/16

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The TDCJ HUB goals are defined as:

- **17.5 percent for heavy construction other than building contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,**
- **36.9 percent for all building construction, including general contractors and operative builders contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

The TDCJ has determined that the HUB Category for this contract falls under the **Commodities Contracts** Category.

The HUB Goal for this category is therefore identified as **21.1 %**.

For assistance in completing the HSP contact:
Sharon Schultz @ 936-437-7026
sharon.schultz@tdcj.texas.gov

SECTION-1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: K. Gregory & Associates, PLLC — State of Texas VID #: 20-4499524

Point of Contact: Karen D. Gregory — Phone #: 713-472-6800

E-mail Address: Kgreg77194@gmail.com — Fax #: 713-534-8937

b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No

c. Requisition #: 696-PD-17-P010 — Bid Open Date: 04/05/2017 (mm/dd/yyyy)

Rev. 10/16

Enter your company's name here: K. Gregory & Associates, PLLC Requisition #: 696-PD-17-P010

SECTION-2 RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☒ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements.**"

- ☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.
- ☐ - ***No*** (If ***No***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Rev. 10/16

Enter your company's name here: K. Gregory & Associates, PLLC Requisition #: 696-PD-17-P010

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

K. Gregory & Associates, PLLC is 100% owned by Karen D. Gregory. This practice will perform the entire contract utilizing all its own equipment, supplies, materials and contract labor. All equipment, supplies and materials are owned by the corporation. Contract labor will be utilized for the office manager, licensed therapist and maintenance of the office space. The only employee of this practice is the owner Karen D. Gregory.

SECTION-4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in **SECTION 1**, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)
Karen Gregory	Karen D. Gregory	Owner	4/21/17

Reminder:

- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

Rev. 07/27/15

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: 696-PD-18-19-C110 **Date of Award:** 09/01/2017 (mm/dd/yyyy) **Object Code:** (Agency Use Only)

Contracting Agency/University Name: **Texas Department of Criminal Justice**

Contract Administrator Name: Steven Tilley

Contractor (Company) Name: K. Gregory & Associates, PLLC **State of Texas VID #:** 12044995244

Point of Contact: Karen D. Gregory **Phone #:** (713) 472-6800

Reporting (Month) Period: _____ **Total Amount Paid this Reporting Period to Contractor:** $

Report HUB and Non-HUB subcontractor information

***Note: Texas certified HUB status can be verified on line at: https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**

Subcontractor's Name	*Texas certified HUB? (Yes or No)	Subcontractor's VID or HUB Certificate Number (Required if Texas certified HUB)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
N/A			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
TOTALS:			$	$	$	

Signature: _____ **Title:** _____ **Date:** _____

Child Safety Zone Certification

Texas Department of Criminal Justice Sex Offender Treatment Location

Facility (or Contractor) Name and Location:

K. Gregory & Associates, PLLC
8951 Ruthby, Suite 14
Houston, TX 77061

To the best of my knowledge, the above listed facility _____ *is* [or] __X__ *is not* located in a child safety zone, designated as any area within 500 feet from premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, swimming pools or video arcades.

In accordance with Health and Safety Code Chapter 481.134, "Premises" means real property and all buildings and appurtenances pertaining to the real property.

Karen Gregory
Authorized Signature

Karen D. Gregory
Name

Owner
Title

4/21/17
Date

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

K.1.1 Definition

A. "Historically Underutilized Business" means an entity with its principal place of business in this State that is:

1. A corporation formed for the purpose of making a profit in which fifty-one percent (51%) or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;

2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;

3. A partnership formed for the purpose of making a profit in which fifty-one percent (51%) or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;

4. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or

5. A supplier Contract between a HUB as determined under another paragraph of this subdivision and a prime Offeror under which the HUB is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

B. "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans and Service-Disabled Veterans, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

K.1.2 Representation

The Offeror represents and certifies as part of its proposal that it [ ] is, or [x] is not, a HUB certified by the Texas Statewide Support Services Division.

K.2 CHILD SUPPORT REPRESENTATION

A. Under the Texas Family Code, Section 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 twenty-five percent (25%) is not ineligible to receive payments from State funds under a Contract to provide property, materials or services.

B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Texas Family Code, Section 231.006.

Check ONE:

_____ Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Texas Family Code, Section 231.006.

____x____ Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Texas Family Code, Section 231.006.

If subject to Texas Family Code, Section 231.006, a proposal must include names and social security numbers of each person with at least a twenty-five percent (25%) ownership of the business entity submitting a proposal.

Karen D. Gregory	[redacted]		
Print Name	SSN	Print Name	SSN
Print Name	SSN	Print Name	SSN

The Offeror certifies that the individual or business entity named in this proposal is not ineligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

K.3 FRANCHISE TAX REPRESENTATION

The Offeror represents and certifies, as part of its proposal that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

K.4 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

A. It operates as [x] a corporation incorporated under the laws of the State of Texas, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization or [ ] a joint venture; or

B. If the Offeror is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in _____ (country).

K.5 PREFERENCE CLAIM

In accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule 20.306, the Offeror shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the proposal show a right to the preference.

K.5.1 Source and Specification Preferences

_____ Products of persons with mental or physical disabilities.
_____ Products made of recycled, remanufactured, or environmental sensitive materials including recycled steel.
_____ Energy efficient products.
_____ Rubberized asphalt paving material.
_____ Recycled motor oil and lubricants.

K.5.2 Tie-Bid Preferences

_____ Goods produced or offered by a Texas Bidder that is owned by a Texas Resident Service Disabled Veteran.*
_____ Goods produced in Texas or offered by a Texas Bidder that is not owned by a Texas Resident Service Disabled Veteran.*
_____ Agricultural products produced or grown in Texas.
_____ Agricultural products or services offered by Texas Bidders.*
_____ Services offered by a Texas Bidder that is owned by a Texas Resident Service Disabled Veteran.*
_____ Services offered by a Texas Bidder that is not owned by a Texas Resident Service Disabled Veteran.*
_____ Texas Vegetation Native to the Region.
_____ USA produced supplies, materials, equipment or agricultural products.

K.5.3 Additional Preferences

_____ Products produced at facilities located on formerly contaminated property.
_____ Products and services from economically depressed or blighted areas.
_____ Vendors that meet or exceed air quality standards.
_____ Recycled or reused computer equipment of other manufacturers.
_____ Foods of higher nutritional value (for consumption in a public cafeteria only).

*By signing this proposal, the Offeror certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in Texas Government Code Section 2155.444(c).

K.6 REPRESENTATIONS OF OFFEROR

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

K.6.1 Organization and Qualification

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

K.6.2 Authorization

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

K.6.4 No Defaults Under Agreements

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

K.6.5 Compliance With Laws

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

K.6.6 No Litigation

A. The Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.

B. The Offeror further certifies that no labor disturbance by the employees of the Offeror exists or is imminent which may be expected to materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

C. Prior to the Department making an award of this Contract, the Department may require Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action,

suit or proceeding that may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract.

D. During the term of this Contract, to include extensions hereof, the Offeror shall notify the Department in writing within five (5) Days of the Offeror having received knowledge of any actions, suits or proceedings filed against the Offeror, or any of its employees, or to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:

1. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;

2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract;

3. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract; and

4. The Contractor shall provide in writing, to the Contract Specialist, a report listing litigation identified in the above requirements upon each occurrence.

K.6.7 Taxes

A. The Offeror has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.

B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

C. The Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Contractor or its employees.

K.6.8 Reserved for Future Use

K.6.9 No Adverse Change

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

K.6.10 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as the Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this

Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

K.6.11 No Collusion

A. The Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities, which the Offeror engaged to assist it with respect to such response or submission.

B. Neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly **the offer** made to any competitor or any other person engaged in such line of business.

K.6.12 Ethics

K.6.12.1 Conflict of Interest

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of State officers and employees who interact with public purchasers in the conduct of State business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or proposal for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a Person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other State Agencies.

K.6.12.2 Disclosure of Interested Parties

In accordance with Texas Government Code, Section 2252.908, a governmental entity or state agency may not enter into a contract valued at $1 million dollars or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

K.6.12.3 No Gratuities

The Offeror represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special

discount, trip, favor, or service to a public servant in connection with the submitted proposal.

K.6.13 No Compensation

Pursuant to Texas Government Code, Section 2155.004, the Offeror has not received compensation for participation in the preparation of the specifications for this proposal. Under Texas Government Code, Section 2155.004, the Offeror certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

K.6.14 Contracting with Executive Head of State Agency

A. The Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003, relating to contracting with the executive head of a State Agency.

B. If Section 669.003 applies, the Offeror shall complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Date of Employment with Offeror: _____

K.6.15 Limitation on Employment of Former State Officers

The Offeror represents that they are in compliance with Texas Government Code, Section 572.069 relating to employment of a former state officer or employee. A former state officer or employee of the Department who during the period of state service or employment participated on behalf of the Department on a procurement or contract negotiation involving a business entity may not accept employment from that business entity before the second anniversary of the date the officer's or employee's service or employment with the Department ceased.

K.6.16 Notification

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

K.6.17 Suspension, Debarment and Terrorism

The Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's

System for Award Management (SAM, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

K.6.18 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005

Pursuant to Texas Government Code, Section 2261.053, a State Agency may not accept a proposal or award a Contract, that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or accessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, Katrina or any other disaster occurring after September 24, 2005. Under Texas Government Code, Section 2261.053, the Contractor certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

K.6.19 Deceptive Trade Practices; Unfair Business Practices

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

K.7 REPRESENTATIONS OF THE DEPARTMENT

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

K.7.1 Authorization

The Department has the requisite power to enter into this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance hereof.

K.7.2 No Violation of Agreements

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

K.7.3 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the Services required under this Contract that would increase the cost to the Offeror of providing such Services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

K.8 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Department in connection with this RFP: (list names, titles and telephone numbers of the authorized negotiators).

Karen D. Gregory, Owner, Supervising Therapist

(713) 472-6800

K.9 PAYEE IDENTIFICATION NUMBER

The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its Payee Identification Number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification Number.

Payee Identification Number:_____ or

Federal Taxpayer Identification Number: 20-4499524.

K.10 POINT OF CONTACT

The Offeror shall provide the name, title, phone number, fax number, address and e-mail address of a point-of-contact for questions concerning the submitted proposal.

Name: Karen D. Gregory Title: Owner

Phone Number: (713) 472-6800 Fax Number: (713) 534-8937

Street Address: 8951 Ruthby, Suite 14

City: Houston State: Texas Zip Code: 77061

E-mail Address: kgreg77194@gmail.com

K.11 CERTIFICATION

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Offeror.

The Offeror makes the foregoing Representations and Certifications as part of its proposal.

K. Gregory & Associates, PLLC
Name of Offeror

696-PD-17-P010
Solicitation No.

Signature of Authorized Individual

4/21/17
Date

Karen D. Gregory
Typed Name of Authorized Individual

Note: The penalty for making false statements shall void the submitted proposal or any resulting Contracts, and the Offeror shall be removed from all bid lists.

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO.	3. TYPE OF SOLICITATION	4. DATE ISSUED
	696-PD-17-P010	☐ SEALED BID (IFB) ☐ NEGOTIATED (RFO) ☒ NEGOTIATED (RFP)	April 5, 2017

SOLICITATION

5. Sealed offers will be received by the Department until **3:00 p.m. local time on May 5, 2017**, and submitted to: Texas Department of Criminal Justice Contracts and Procurement Department Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 **Attention: 696-PD-17-P010**	6. **FOR INFORMATION CONTACT:** Steven Tilley, CTPM, CTCM Contract Specialist PHONE: (936) 437-7031 FAX: (325) 223-0310 E-MAIL: steven.tilley@tdcj.texas.gov

OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT:➔	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
8. ACKNOWLEDGMENT OF AMENDMENTS: (*The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

9. NAME AND ADDRESS OF OFFEROR:➔		10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or Print)*
11. TELEPHONE NO. (*Include area code)*	12. SIGNATURE	13. OFFER DATE

TO BE COMPLETED AT TIME OF AWARD

Document Type: 9
Statutory Cite: Texas Government Code, Section 508.316(a)(3)

This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.

The total funding for the Base Period of this Contract (September 1, 2017 – August 31, 2019) shall not exceed $ _____.

Contractor	**Texas Department of Criminal Justice**
By: _____	By: _____
Name: _____	Jerry McGinty
Title: _____	Title: Chief Financial Officer
Date: _____	Date: _____

TABLE OF CONTENTS

SECTION A – CONTRACT DEFINITIONS 6

SECTION B - SERVICES AND PRICES/COSTS 8
B.1 SERVICES AND PRICES/COSTS 8
B.1.1 Services Being Acquired 8
B.1.2 Pricing Instructions 8
B.1.3 Estimated Quantities 8
B.2 PRICING SCHEDULE 9
B.3 ALLOWABLE COSTS 10
B.4 NON-ALLOWABLE COSTS 10

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT 11
C.1 BACKGROUND 11
C.2 GENERAL DUTIES AND OBLIGATIONS 11
C.3 LOCATION OF TREATMENT SITE 11
C.4 MANDATORY REQUIREMENTS FOR SEX OFFENDER TREATMENT PROVIDERS 12
C.5 MANDATORY REQUIREMENTS FOR SEX OFFENDER TREATMENT SERVICES 13
C.6 PARTICIPANT REFERRAL PROCESS 19
C.7 SECURITY OF RECORDS AND DISCLOSURE OF INFORMATION 20
C.8 DEPARTMENT POLICIES AND PROCEDURES 21

SECTION D - REPORTS AND DATA 22
D.1 REPORTS REQUIRED FROM CONTRACTOR 22

SECTION E - INSPECTION AND ACCEPTANCE 23
E.1 INSPECTION OF SERVICES 23
E.2 INSPECTION BY STATE EMPLOYEES 23
E.3 MONITORING CRITERIA 24
E.4 AUTHORITY TO AUDIT 24
E.5 AUDITS BY OTHER AGENCIES 24
E.6 FRAUD, WASTE OR ABUSE 24

SECTION F - DELIVERIES OR PERFORMANCE 26
F.1 CONTRACT TERM 26

SECTION G - CONTRACT ADMINISTRATION DATA 27
G.1 CLAUSES INCORPORATED BY REFERENCE 27
G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, PROGRAM SUPERVISOR AND PROGRAM COORDINATOR 27
G.2.1 Authorized Representative 27
G.2.2 Contract Specialist 27
G.2.3 Program Supervisor 28
G.2.4 Program Coordinator 28
G.3 INVOICE REQUIREMENTS 29
G.4 PAYMENTS 29
G.4.1 Maximum Payments by the Department 30
G.4.2 Make-up Sessions/Absences 31
G.4.3 Co-Payments 32
G.4.4 Subsidy-Ineligible Participants 33
G.4.5 Late Payment 33
G.4.6 Withholding of Payment 33
G.4.7 Payment of Debt Owed to the State of Texas 34
G.4.8 Right to Offset 34

SECTION H - SPECIAL CONTRACT REQUIREMENTS 35
H.1 INSURANCE REQUIREMENTS 35
H.1.1 Required Provisions 35
H.2 SUBCONTRACTORS 36
H.2.1 Insurance 37
H.2.2 Historically Underutilized Business (HUB) 37
H.3 RESERVED FOR FUTURE USE 38
H.4 RESERVED FOR FUTURE USE 38
H.5 RESERVED FOR FUTURE USE 38
H.6 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS 38
H.7 CRIMINAL HISTORY INFORMATION COMPLIANCE 38
H.8 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION 39
H.9 BOOKS AND RECORDS 39
H.10 ORGANIZATIONAL NAME CHANGE 39
H.11 FREE EXERCISE OF RELIGION 39
H.12 RESERVED FOR FUTURE USE 39
H.13 RESERVED FOR FUTURE USE 39
H.14 RESERVED FOR FUTURE USE 40
H.15 RESERVED FOR FUTURE USE 40
H.16 SECURITY 40

SECTION I - CONTRACT CLAUSES 41
I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR 41
I.2 ADVERTISING OF AWARD 41
I.3 DEFAULT AND TERMINATION 41
I.3.1 Default by the Contractor 41
I.3.2 Further Opportunity to Cure 42
I.3.3 Remedy of the Department 42
I.3.4 Termination for Unavailability of Funds 43
I.3.5 Non-Appropriation Effect and Remedy 44
I.3.6 Termination for Convenience 44
I.3.7 Termination by Mutual Agreement 44
I.3.8 Termination Procedures 44
I.3.9 Default by the Department 45
I.3.10 Remedy of the Contractor 45
I.3.11 Dispute Resolution 45
I.4 NO WAIVER OF RIGHTS 46
I.5 INDEMNIFICATION OF THE DEPARTMENT 46
I.5.1 Acts or Omissions 46
I.5.2 Infringements 47
I.5.3 Taxes/Workers' Compensation/Unemployment Insurance - Including Indemnity 47
I.6 NO WAIVER OF DEFENSES 48
I.7 INDEPENDENT CONTRACTOR 48
I.8 LAWS OF TEXAS 49
I.9 ASSIGNMENT 49
I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS 49
I.11 APPROVAL OF CONTRACT 49
I.12 NON-DISCRIMINATION 49
I.13 CONFIDENTIALITY AND OPEN RECORDS 50
I.13.1 Confidentiality 50
I.13.2 Open Records 50
I.14 CONTRACT CHANGES 50
I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT 51
I.16 OPTION TO EXTEND SERVICES 51

I.17 SEVERABILITY 51
I.18 IMMIGRATION....51
I.19 NO LIABILITY UPON TERMINATION....51
I.20 LIMITATION ON AUTHORITY 51
I.21 INTELLECTUAL PROPERTY INDEMNIFICATION 52
I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213.....52
I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP) 52
I.24 FORCE MAJEURE 53
I.25 NOTICES....53
I.26 SUBSTITUTIONS 53
I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM....53

SECTION J - LIST OF EXHIBITS 55

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS 56
K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION....56
K.1.1 Definition 56
K.1.2 Representation....56
K.2 CHILD SUPPORT REPRESENTATION....57
K.3 FRANCHISE TAX REPRESENTATION 57
K.4 TYPE OF BUSINESS ORGANIZATION....57
K.5 PREFERENCE CLAIM....58
K.5.1 Source and Specification Preferences....58
K.5.2 Tie-Bid Preferences....58
K.5.3 Additional Preferences 58
K.6 REPRESENTATIONS OF OFFEROR....58
K.6.2 Authorization 59
K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws....59
K.6.4 No Defaults Under Agreements....59
K.6.5 Compliance With Laws 59
K.6.6 No Litigation 59
K.6.7 Taxes 60
K.6.8 Financial Statements....60
K.6.9 No Adverse Change 61
K.6.10 Disclosure 61
K.6.11 No Collusion....61
K.6.12 Ethics 61
K.6.12.1 Conflict of Interest 61
K.6.12.2 Disclosure of Interested Parties....62
K.6.12.3 No Gratuities 62
K.6.13 No Compensation....62
K.6.14 Contracting with Executive Head of State Agency 62
K.6.15 Limitation on Employment of Former State Officers....62
K.6.16 Notification 63
K.6.17 Suspension, Debarment and Terrorism 63
K.6.18 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005 63
K.6.19 Deceptive Trade Practices; Unfair Business Practices 63
K.7 REPRESENTATIONS OF THE DEPARTMENT....63
K.7.1 Authorization 64
K.7.2 No Violation of Agreements....64

K.7.3 Disclosure 64
K.8 AUTHORIZED NEGOTIATORS 64
K.9 PAYEE IDENTIFICATION NUMBER 64
K.10 POINT OF CONTACT 65
K.11 CERTIFICATION 65

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS 66
L.1 RESERVED FOR FUTURE USE 66
L.2 AMENDMENTS TO SOLICITATIONS 66
L.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS 66
L.4 SIGNATURES ON PROPOSAL SUBMITTED 66
L.5 PROPOSAL ACCEPTANCE PERIOD 67
L.6 CONTRACT AWARD 67
L.7 RIGHTS OF THE DEPARTMENT 67
L.8 PROPOSAL PREPARATION INSTRUCTION 68
L.8.1 Volume One – Business/Technical Proposal 69
L.8.2 Volume Two – Price Proposal 71
L.8.3 Volume Three – HUB Subcontracting Plan (HSP) 71
L.9 RESERVED FOR FUTURE USE 71
L.10 DISCUSSION AND CORRESPONDENCE 71
L.11 LEGISLATIVE BUDGET BOARD (LBB) POSTINGS 72
L.12 PRE-PROPOSAL CONFERENCE 73
L.13 SUMMARY OF KEY DATES FOR PROPOSAL SUBMISSION 73

SECTION M - EVALUATION FACTORS FOR AWARD 74
M.1 SELECTION PROCESS 74
M.2 MINIMUM QUALIFICATIONS 75
M.3 EVALUATION CRITERIA 75
M.3.1 Cost 75
M.3.2 Technical Plan 75
M.3.3 Experience 75
M.3.4 Past Performance 75
M.3.5 Credentials/Qualifications 75
M.3.6 Site Suitability 75

SECTION A – CONTRACT DEFINITIONS

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

Authorized Representative means the person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

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

Child Safety Zone means the designated five hundred (500) feet as the distance that Sex Offenders must maintain from premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, swimming pools or video arcades. Any area within five hundred (500) feet of these types of premises is considered a Child Safety Zone unless the Department or state statute modifies the distance requirement. In accordance with the Texas Code of Criminal Procedure, Article 42.12, Section 13D, the court may apply Child Safety Zone restrictions to additional Offenders if the nature of the offense warrants the establishment of a Child Safety Zone.

Contract Specialist means Department employee responsible for non-technical administration of this Contract, as described in Section G.2.2.

Contract Term means the duration of this Contract as specified in Section F.1.

Contractor means _____.

Court Orders means any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operations, management, or maintenance of the Facility and relate to the custodial care of Offenders.

CSOT means the Council on Sex Offender Treatment, a part of the Texas Department of State Health Services (DSHS) that develops rules and regulations for treatment of Sex Offenders.

Day(s) means calendar days, unless otherwise specified.

Department means the Texas Department of Criminal Justice (TDCJ), an agency of the State of Texas.

Department Policy/Policies means all written policies, procedures, standards, guidelines, directives, and manuals of the TBCJ and the Department applicable, to providing the services specified under this Contract.

Event of Default means any of the events or circumstances described in Section I.3.

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

Material Failure means the failure of a party to fulfill one or more obligations essential to achieving the purpose of the Contract.

Non-Appropriation means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

Offender means a person under supervision or custody of the Department.

Participant means the Sex Offender identified for participation in the Sex Offender treatment program or an Offender identified as requiring a Sex Offender evaluation.

Payment(s) means the amount(s) agreed to be paid by the Department to the Contractor for Services under this Contract.

PD means the Texas Department of Criminal Justice Personnel Directives.

Program Supervisor means Department employee responsible for technical administration of this Contract, as described in Section G.2.3.

Service Commencement Date means the date on which the Contractor shall begin providing Services pursuant to this Contract. For the purposes of this Contract, that date is September 1, 2017.

Service(s) means delivery by the Contractor of Sex Offender Treatment Services in accordance with the terms and conditions of the Contract.

Sex Offender means an Offender who is convicted of committing or adjudicated to have committed a sex crime under state or federal law; for an offense that is based on sexually motivated conduct; or has been ordered by the jurisdictional authority to participate in Sex Offender supervision or treatment.

Sex Offender Condition Hearing (SOCH) means a type of hearing required by the Department when the Participant has displayed sexually deviant behavior during the commission of any offense resulting in a conviction.

Sex Offender Treatment Services (also referred to as Services) means treatment modalities as described by Texas Administrative Code, Title 22, Part 36, Chapter 810.

Specialized Programs means the section of the TDCJ-PD that administers the Sex Offender treatment program.

Subcontractor means a person or organization who contracts under, for the performance of part, or the entire Contract between the Department and the Contractor. The subcontract may be direct with the Contractor or with another subcontractor.

TBCJ means the Texas Board of Criminal Justice.

TDCJ means the Texas Department of Criminal Justice, an agency of the State of Texas.

TDCJ-PD means the Texas Department of Criminal Justice - Parole Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

Treatment Provider means a person who meets the criteria as established by CSOT and who is licensed to practice in this state, and provides mental health or medical services for rehabilitation of Sex Offenders.

SECTION B - SERVICES AND PRICES/COSTS

B.1 SERVICES AND PRICES/COSTS

B.1.1 Services Being Acquired

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, services and equipment, and otherwise do all things necessary for, or incidental to, providing Sex Offender Treatment Services for felony Offenders, identified by the Department, in all counties throughout the State of Texas and Offenders being supervised out of TDCJ-PD District Parole Offices and/or Community Residential Facilities.

B.1.2 Pricing Instructions

A. The Department anticipates award of firm fixed-price Contracts for subsidized Payment of these Services.

B. Price shall be evaluated in accordance with the evaluation factors identified within Section M.

C. Offerors shall complete Section B.2, Pricing Schedule, for the proposed treatment site(s). Offerors shall photocopy a blank Pricing Schedule and submit one (1) complete set for each location proposed.

D. Offerors should refer to Section C.3 for requirements concerning site location.

E. Offerors should only include the subsidized Payment amount they expect to collect from the Department for evaluation, group and individual treatment Services rendered.

F. Offerors should not include the amount expected to collect from Participants (Refer to Sections G.4.1 and G.4.3).

B.1.3 Estimated Quantities

A. Sex Offender Treatment Services shall strive to operate at ten (10) Participants per group session. At no time shall a group exceed twelve (12) Participants, unless special situations arise. In the case of such situations, the expanded group size must be approved in writing by the Program Supervisor. The Contractor may contract for more than one (1) group. Proposals shall be submitted based on this number of Participants.

B. Individual sessions may be approved by the Program Supervisor in unusual situations as detailed in Section C.5.L. It is the Department's intent that group therapy is to be the primary treatment method, as noted in Sections C.5.I and C.5.N.

C. The Department shall pay for only one evaluation per Participant per a twelve (12) month period. If a Participant undergoes a subsidized evaluation with one (1) Contractor and then transfers to another contractor’s program during the same twelve (12) month period, the Participant is not eligible for another subsidized evaluation.

B.2 PRICING SCHEDULE

Offeror: _____

Services to be Performed at: _____

_____
(Street address, city and zip code)

_____
County

Contract Line Item Numbers (CLIN) 001-004 Base Period (09/01/17 – 08/31/19)

001 Evaluations: $_____ each (1 evaluation per Participant per Fiscal Year) (See G.4.1.C)

002 SOCH Evaluation: $_____ each (1 evaluation per Participant) (See G.4.1.D)

003 Group Sessions: $_____ per session per Participant (See G.4.1.D)

_____ Maximum Number of Participants to Serve (See G.4.1.D)

004 Individual Sessions: $_____ per session per Participant (See G.4.1.E)

Contract Line Item Numbers (CLIN) 005-008 Option Period One (09/01/19 – 08/31/21)

005 Evaluations: $_____ each (1 evaluation per Participant per Fiscal Year) (See G.4.1.C)

006 SOCH Evaluation: $_____ each (1 evaluation per Participant) (See G.4.1.D)

007 Group Sessions: $_____ per session per Participant (See G.4.1.D)

_____ Maximum Number of Participants to Serve (See G.4.1.D)

008 Individual Sessions: $_____ per session per Participant (See G.4.1.E)

Contract Line Item Numbers (CLIN) 009-012 Option Period Two (09/01/21 – 08/31/23)

009 Evaluations: $_____ each (1 evaluation per Participant per Fiscal Year) (See G.4.1.C)

010 SOCH Evaluation: $_____ each (1 evaluation per Participant) (See G.4.1.D)

011 Group Sessions: $_____ per session per Participant (See G.4.1.D)

_____ Maximum Number of Participants to Serve (See G.4.1.D)

012 Individual Sessions: $_____ per session per Participant (See G.4.1.E)

B.3 ALLOWABLE COSTS

The proposed budget shall include only costs that are reasonable, necessary, and allowable under state statutes, Department Policy, and federal cost standards. The Department shall make the final decision on the allowance or acceptability of a cost.

B.4 NON-ALLOWABLE COSTS

The proposed budget shall not include costs that are not allowed by the State or any authorized agency, statute, policy or procedures. Types of non-allowable costs may include but are not limited to, alcoholic beverages, bad debts, fundraising, political lobbying, and tobacco products.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

A. Pursuant to Texas Government Code, Section 508.316(a)(3), the Department requires a Contractor(s) to provide Services in counties throughout the State of Texas.

B. Participants are identified as Sex Offenders, or Offenders who have been identified as requiring a Sex Offender evaluation or Sex Offender Treatment Services and is supervised by the TDCJ-PD.

C. Participants shall be felony Offenders who have a history of at least one (1) conviction for sexually deviant behavior or who have displayed sexually deviant behavior during the commission of any offense resulting in a conviction, admit to committing sexually deviant behavior, request treatment or are required by the terms of their supervision to attend treatment or submit to a Sex Offender evaluation.

D. The program goals of the Department are to use limited financial resources to subsidize the treatment costs for evaluations, group therapy, and individual sessions for Participants requiring financial assistance in order to facilitate availability of treatment, prevent recidivism, and retain qualified Treatment Providers. The TDCJ-PD officials will administer the Sex Offender treatment program.

C.2 GENERAL DUTIES AND OBLIGATIONS

The Contractor shall provide Services in accordance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereinafter effected or implemented. The Contractor shall comply with Department Policies and regulations during the Contract Term. The Contractor shall comply with the Department's safety requirements and reporting procedures, as well as all applicable local and state standards, codes and regulations, including zoning, building, fire, health, and sanitation.

C.3 LOCATION OF TREATMENT SITE

A. Scheduling for sessions shall be made at the convenience of the Department staff, Participants, Treatment Provider, and the facility.

B. The Contractor may provide treatment at a TDCJ-PD District Parole Office, a Community Residential Facility, or in another area geographically more convenient for Participants. Upon unforeseen or unusual incidents, a Participant may be allowed to attend treatment with his or her current Treatment Provider in an area where the Treatment Provider is not under Contract, if such provision of service promotes continuity of care. Any proposed change in treatment location must be submitted to the Program Supervisor in writing and requires prior approval from the Director of Specialized Programs prior to Services commencing at the new treatment location under the terms of this Contract.

C. In the event Services are provided at a TDCJ-PD District Parole Office, the Contractor shall not use the Department's computers, copiers, and other office equipment under the control of the Department. The Contractor may use space and furniture such as chairs to facilitate the treatment groups. If approved by the office manager, the Contractor may have an area to pick up referral packets and drop off treatment reports.

D. The Contractor shall ensure and certify treatment is not conducted at a non-Department location within a Child Safety Zone (Exhibit J.9), as required by Texas Government Code, Section 508.187.

1. The Contractor shall quarterly recertify all approved non-Department locations are not located within a Child Safety Zone (Exhibit J.9).

2. If a treatment location is determined to be in a Child Safety Zone, the Contractor will be required to provide Services at an alternative location approved by the Department. The Contractor shall, under no circumstances, provide Services at a location within a Child Safety Zone.

E. A list of District Parole Offices can be found at the following website:

http://www.tdcj.texas.gov/divisions/parole/index.html

F. A list of Community Residential Facilities can be found at the following website:

https://www.tdcj.state.tx.us/divisions/parole/parole_halfway_houses.html

C.4 MANDATORY REQUIREMENTS FOR SEX OFFENDER TREATMENT PROVIDERS

These requirements apply to each Treatment Provider who facilitate groups, conducts individual sessions, or conducts evaluations for Participants under the terms of this Contract.

A. The Contractor shall ensure Treatment Providers meet criteria established by the Council on Sex Offender Treatment (CSOT) pursuant to the requirements set out in the Texas Administrative Code, Title 22, Part 36, Chapter 810. The Contractor shall provide acceptable documentation of having met these criteria by submitting a copy of each Treatment Provider's current license with CSOT and a copy of the Treatment Provider's current primary professional license. All license and certifications shall be submitted to the Contract Specialist initially. The Texas Department of State Health Services website will be utilized to monitor current licenses, and a printout will be placed in the Contract file upon renewal throughout the Contract Term. The Contract Specialist may, at times, contact the Program Coordinator to provide license information as necessary.

B. The Contractor shall submit background and experience providing treatment and assessing Sex Offenders for all Treatment Providers. This description shall include the number of years working with Sex Offenders and the average number of Sex Offenders served in a year.

C. The Contractor shall ensure Treatment Provider’s training hours include victim training and the treatment of Sex Offenders with mental health impairments and substance abuse problems.

D. A criminal history check afforded by the Department will be conducted on all persons having contact with Participants in the therapeutic environment and Contract award will be contingent on a clear criminal history background.

1. The Department reserves the right to approve any subsequent hires who have a criminal history. If the criminal history is disapproved by the Department, the

subsequent prospective Treatment Provider shall not provide Services under the terms of this Contract.

2. Treatment Providers who have a conviction or a deferred adjudication for a sexual offense shall not be approved by the Department to provide Services under the terms of this Contract.

3. All prospective Treatment Providers who currently or previously worked for the Department must authorize the Department to release to the Contractor information concerning all disciplinary actions taken during their employment with the Department as well as their Department re-hire eligibility status. The Director of Specialized Programs, or designee, will determine employment eligibility for any Treatment Provider who was previously employed by the Department and resigned during a disciplinary investigation.

E. Persons who do not meet the requirements of Sections C.4.A, C.4.B, and C.4.C may co-facilitate a group ONLY with an approved Treatment Provider. Persons who do not meet the requirements of Section C.4.D shall not provide Services under the terms of this Contract.

F. The Contractor and Treatment Providers shall maintain a professional and courteous relationship with all Department staff and Participants.

G. The Contractor/Treatment Providers shall be required to have access to the Internet.

C.5 MANDATORY REQUIREMENTS FOR SEX OFFENDER TREATMENT SERVICES

A. When completing an evaluation, the Contractor/Treatment Provider shall conduct: (1) a clinical interview, (2) a risk assessment, and (3) a psychological or physiological assessment. Any other techniques or tests shall be approved by the Program Supervisor prior to the Contractor/Treatment Provider conducting the evaluation. Contractor/Treatment Providers may utilize the following assessment tests:

1. Personality Assessment Inventory (PAI);

2. Multiphasic Sexual Inventory (MSI-II);

3. Minnesota Multiphasic Personality Inventory (MMPI-2 and MMPI-2RF);

4. Millon Clinical Multiaxial Inventory (MCMI-III);

5. Polygraph (to be administered by a Joint Polygraph Committee on Offender Testing (JPCOT) recognized polygraph examiner);

6. Abel Screen;

7. Affinity Assessment;

8. Abel and Becker Cognitions Scale;

9. Hare Psychopathy Test (Hare-PCL-R);

10. Shipley Institute of Living Scale;

11. Level of Service Inventory-Revised (LSI-R);

12. Violence Risk Appraisal Guide;

13. Sex Offender Risk Appraisal Guide;

14. Bumby Cognitive Distortions Scale;

15. Wilson Sex Fantasy Questionnaire;

16. Sexual Adjustment Inventory;

17. Burt Rape Myth Acceptance Scale;

18. Hanson Sex Attitudes Questionnaire;

19. Stable 2007 (or current version as revisions are made);

20. Acute 2007 (or current version as revisions are made);

21. Minnesota Sex Offender Screening Revised (MnSOST-R);

22. Rapid Risk Assessment for Sex Offense Recidivism (RRASOR);

23. Plethysmograph;

24. Static 99 or Static 99R; and

25. Static 2002.

B. The Contractor shall submit a concise and complete description of the evaluation process to include the tools utilized, demonstrating compliance with Section C.5.A.

C. The Contractor/Treatment Provider shall conduct an evaluation and submit the report to the supervising parole officer within thirty (30) Days from the date the evaluation was completed. Evaluations are to be completed as seen below and in accordance with TDCJ-PD Policy and Operating Procedure 3.6.9, Sex Offender Treatment and Polygraph Guidelines.

1. Sex Offenders without a sex offense conviction: Within thirty (30) Days of release or imposition of Special Condition “O.33” – Sex Offender Evaluation.

2. Sex Offenders with a sex offense conviction: Within sixty (60) Days of release or imposition Special Condition “O.33” – Sex Offender Evaluation.

3. Sex Offenders with a sex offense conviction: Within one hundred eighty (180) Days of release or imposition of Special Condition “X”.

4. The evaluation report shall be in a summary format addressing, at a minimum, the following:

a. Techniques Administered/Methodology;

b. Test Results; and

c. Conclusion and Recommendations.

D. Evaluations for Offenders without a sex offense conviction shall answer the following additional referral questions in the evaluations:

1. Does this Offender demonstrate a failure to exercise sexual control or have a history of failure to exercise sexual control that necessitates Sex Offender treatment at this time?

2. What are the risk factors specifically?

3. If treatment is recommended, how will treatment be formulated to mitigate this risk?

E. The Contractor shall submit an example or outline of an evaluation report demonstrating compliance with Section C.5.C.

F. The Contractor/Treatment Provider shall utilize the Cognitive Behavioral Relapse Prevention Model of Treatment and implement the techniques as specified in CSOT Rules to include, but not limited to:

1. Arousal or impulse control;

2. Cognitive Behavioral Treatment;

3. Sex Offense Sequence/Reoffense Prevention;

4. Victim empathy;

5. Offender's victimization issues;

6. Increase Social Competence;

7. Chaperones;

8. Improving Primary Relationships;

9. Support Systems;

10. Adjunct Therapies;

11. Assessment of progress in treatment; and

12. Aftercare planning/treatment.

G. The Contractor/Treatment Provider shall submit a concise and complete description of their structured treatment program that demonstrates compliance with Section C.5.F.

This description shall include the estimated length of the treatment program for each stage/phase of treatment.

H. The Contractor/Treatment Provider shall submit a description and/or outline of homework assignments utilized during each stage/phase of the treatment program.

I. The Contractor/Treatment Provider shall use group therapy as the primary treatment method except as described in Section C.5.N.

J. The Contractor/Treatment Provider shall prepare Participants for polygraph testing.

1. The supervising parole officer will make referrals for polygraph exams which will be completed as follows:

   a. An instant offense examination, which refers to a polygraph over the sexual offense, shall be conducted within six (6) months of release to supervision for Participants who are in denial of the offense.

   b. A sexual history disclosure examination, which covers the Participant's lifetime prior to the most current sexual offense or release to supervision, will be conducted within six (6) months of release to supervision for Participants who admit their offense and within nine (9) months of release to supervision for Participants who require an instant offense examination. The Contractor/Treatment Provider shall collaborate with the supervising parole officer and polygraph examiner (treatment team) early in treatment to prepare the Participant for the sexual history polygraph.

   c. A maintenance or monitoring examination, which covers the timeframe from the most current sexual offense, release to supervision, or since the last polygraph to the present time, will be conducted after the initial sexual history or instant offense is completed as follows:

      i. High-risk Offenders – Every six (6) months; and

      ii. Moderate and low risk Offenders – Annually.

2. Prior to the polygraph examination, the supervising parole officer, the Contractor/Treatment Provider, and polygraph examiner shall jointly agree as to questions that will be asked of the Participant.

K. The Contractor/Treatment Provider shall develop high-risk plans for Participants which will address compliance and re-offense prevention strategies.

L. Individual counseling sessions may be appropriate when it is evident a Sex Offender's needs cannot be met in a group setting. This may include, but is not limited to a female Offender in an all-male group, an Offender who needs accommodations related to the Americans with Disabilities Act, an Offender who poses a threat to the community, or a crisis is present. In the event individual sessions are required, the Treatment Provider shall request individual sessions through the supervising parole officer to Specialized Programs for approval. The Program Supervisor shall approve individual sessions prior to these sessions commencing and in concert with the Treatment Provider, determine

how many individual sessions will be necessary under the terms of the Contract. Back Payment will not be made for individual sessions conducted without prior approval.

M. The Contractor/Treatment Provider shall accept all referrals according to the description specified in Sections B.1 and C.1.

N. The Contractor/Treatment Provider shall conduct weekly group sessions for ninety (90) minutes with a minimum of seventy-five (75) minutes of face-to-face contact per session. If a group session is cancelled or rescheduled, the Contractor/Treatment Provider shall make attempts to notify Participants of cancelled or rescheduled groups and notify the supervising parole officer or parole supervisor two (2) hours prior to the start group. In an emergency situation, the Contractor/Treatment Provider shall contact the parole officer or parole supervisor as soon as possible.

In the event a treatment group consists exclusively of developmentally delayed Participants or has only a few Participants and requires less than a ninety (90) minute session, the Contractor/Treatment Provider shall submit a request for approval to the Program Supervisor. The request will be reviewed, and a written response from the Director of Specialized Programs will be provided.

O. The Contractor/Treatment Provider may waive sessions for the following reasons:

1. Illness of Treatment Provider or in Treatment Provider's immediate family;

2. Treatment Provider's vacation (maximum of four (4) weeks per year). If the Treatment Provider is on vacation, the Treatment Provider shall coordinate with parole supervisor(s) via email to ensure coverage for groups. If multiple District Parole Offices are represented in a group, each parole supervisor shall be contacted. The Contractor shall only utilize approved Treatment Providers to cover groups.

3. Holidays - At the Contractor/Treatment Provider's discretion, sessions may be waived on:

New Year's Day	Martin Luther King Jr. Day	Presidents' Day
Memorial Day	Independence Day	Labor Day
Veterans' Day	Thanksgiving Day	Christmas Day

4. Attendance at professional training, seminars or workshops, not to exceed fifteen (15) hours per year, in order to maintain or enhance licensure, certification, or registration as a Treatment Provider, or to enhance skills in Sex Offender treatment. Treatment Providers shall make every effort to schedule professional training hours around Services or coordinate with parole supervisor(s) to ensure coverage for groups to minimize the disruption of Services. The Contractor shall only utilize approved Treatment Providers to cover groups. This waiver does not include post-graduate education that may interfere with a regular schedule of sessions.

P. The Department will not pay the Contractor for waived sessions.

Q. The Contractor shall submit the TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice, PMS-41 (Exhibit J.1) to the designated unit supervisor by the fifth (5th) Day of each month for group services provided the previous month.

R. The Contractor/Treatment Provider shall place written progress notes in the Participant's record for each counseling session attended and each evaluation completed. Upon the Treatment Provider's identification of a substance abuse problem, the Treatment Provider shall document in the Participant's progress notes the date and nature of the problem and any resulting referral or service provided.

S. The Contractor/Treatment Provider shall submit the TDCJ-PD, Sex Offender Treatment Progress Report, PMS-31 (Exhibit J.2) to the supervising parole officer on the progress of each Participant receiving Services. This report shall be completed and submitted by the tenth (10th) Day after the Participant's first (1st) full month of enrollment and then every three (3) months thereafter. If special circumstances arise (*e.g.*, transfer of supervision, termination, revocation hearing) that result in a supervising parole officer requesting an unscheduled progress report, the Contractor/Treatment Provider shall provide the requested report within five (5) Days to supervising parole officer. Upon the Participant's termination from the program, either satisfactory or unsatisfactory, the "Termination/Discharge Summary" portion of the progress report shall be submitted by the Contractor/Treatment Provider to the supervising district parole officer.

T. The Contractor/Treatment Provider shall complete and submit a written treatment plan to the supervising parole officer within thirty (30) Days after the Participant's enrollment in the Contractor/Treatment Provider's treatment program. This plan shall be updated by the Contractor/Treatment Provider and submitted to the supervising parole officer as needed dependent upon the Participant's progress.

U. The Contractor shall submit an example of a written treatment plan.

V. The Contractor/Treatment Provider shall notify the appropriate supervising parole officer or officer's unit supervisor within one (1) day when any Participant:

1. Fails to attend the initial or any subsequent treatment session pursuant to Texas Government Code, Section 508.187(c)(3);

2. Refuses to pay for treatment when an ability to pay has been established;

3. Displays disruptive behavior; or

4. Manifests signs of re-offending.

W. The Contractor/Treatment Provider shall respond to requests for information from Department staff and/or Participants on a monthly basis.

X. The Contractor, Treatment Provider, and supervising parole officer shall jointly agree upon the course of treatment, to include:

1. Attendance frequency (not to exceed one (1) group session per week) and any resulting modifications;

2. Other treatment referrals;

3. Treatment goals and plan of action; and

4. Termination from treatment, unless the Participant poses a physical threat to the Contractor, Treatment Provider, or other Participants. Notification under these circumstances shall be made to the supervising parole officer or the officer's unit supervisor via telephone no later than the next work day. Participants may be asked by the Treatment Provider to leave the counseling session due to disruptive behavior; however, final termination shall be jointly agreed upon by the Contractor, Treatment Provider, and supervising parole officer.

Note: Disputes pertaining to this Section may be appealed to the Program Supervisor.

Y. Participants who, after six (6) months in a group treatment program, remain in denial of their offense and are not willing to address their deviant patterns, shall have supervision and treatment consequences imposed jointly by the supervising parole officer and the Contractor/Treatment Provider. The Contractor shall establish a policy on how denial will be handled, with consideration given to therapeutic and community safety issues.

Z. The Contractor shall adopt and implement policies and procedures necessary to ensure the Services provided pursuant to this Contract comply with the Americans with Disabilities Act, 42 U.S.C.A., Sections 12101-12213 (1990) as amended, and the Rehabilitation Act of 1973, 29 U.S.C.A., Sections 701-797b (1973).

AA. The Contractor shall comply with performance outcome measures for all subsidized and non-subsidized Participants, and the measurement of such. The Contractor shall report the measures to the Program Supervisor by the thirtieth (30th) Day of the month following the end of each Quarter (due dates are December 30, March 30, June 30, September 30.) The Contractor/Treatment Provider shall provide Services and conduct business in a manner necessary to achieve such outcome measures and targets. The Contractor/Treatment Provider shall utilize outcome measures and report the measures using the format detailed in TDCJ-PD Sex Offender Program Performance Measures Worksheet (Exhibit J.6).

BB. Pursuant to Texas Government Code, Section 493.017, the Contractor/Treatment Provider shall report in writing to the local supervising parole officer by the fifteenth (15th) Day of each month the total number of counseling sessions attended by each Participant receiving Services from the Contract/Treatment Provider, to include both subsidized and non-subsidized Participants; and if a Participant terminates counseling in the program, the reason for the Participant's termination.

CC. The Contractor/Treatment Provider shall respond in person to any subpoenas issued by the TDCJ-PD with regards to administrative hearings. See Section C.7.C.

C.6 PARTICIPANT REFERRAL PROCESS

The supervising parole officer will determine whether a Participant's financial status qualifies the Participant for subsidized Services. If so, the Offender becomes a Participant under the terms of this Contract. The Contractor/Treatment Provider shall establish a Participant co-payment based on the Contractor’s/Treatment Provider's personal sliding fee scale and provide documentation to the Program Supervisor and the supervising parole officer. The Contractor/Treatment Provider shall maintain a copy in the Participant’s file. All Participants shall pay a minimum of two dollars ($2.00) per group session unless the Contractor/Treatment Provider waives this fee.

A. The supervising parole officer will make Participant referrals to the Contractor/Treatment Provider in accordance with the criteria defined in Section C.1. The referral packet will be submitted to the Contractor/Treatment Provider within five (5) days of referral (in a manner agreed upon by the Contractor/Treatment Provider and the supervising parole officer) and shall contain:

1. TDCJ-PD Sex Offender Treatment/Polygraph Referral Information, PMS-27 (Exhibit J.3) specifying the reason for the treatment referral;

2. Copies of the Participant's certificate of release, signed Notice of Special Conditions form, case summary, court documents, and offense report;

3. Additional evidence to include, but not limited to previous evaluations or polygraphs, mental health diagnosis and treatment and substance abuse information; and

4. TDCJ-PD Disclosure of Information and Waiver of Confidentiality, PMS-33 (Exhibit J.4) signed by the Participant which allows the supervising parole officers to observe counseling groups and allows the Department staff to exchange information with the Contractor/Treatment Provider regarding the progress and behavior of the Participant.

B. The supervising parole officer will request approval for a subsidized evaluation from Specialized Programs. Once approval is granted, the supervising parole officer will contact the Contractor/Treatment Provider to schedule the evaluation. The supervising parole officer will prepare the TDCJ-PD Services Invoice, PMS-34 (Exhibit J.5). The PMS-34 and the approval e-mail shall be submitted to the Contractor/Treatment Provider. Without the PMS-34 and the approval e-mail, the Services shall not be conducted.

C.7 SECURITY OF RECORDS AND DISCLOSURE OF INFORMATION

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

1. Participant confidentiality is maintained and shall not divulge or make known, in any manner to any person, any personal information concerning Participants, except as may be necessary in the performance of the Contract.

2. Unauthorized access to Participant records is not allowed and no information is disclosed to any third party without written authorization from the TDCJ-PD Director of Specialized Programs. TDCJ-PD Disclosure of Information and Waiver of Confidentiality, PMS-33 (Exhibit J.4) may be used by the Participant to authorize the release of treatment information.

B. The Contractor/Treatment Provider shall notify the TDCJ-PD Director of Specialized Programs immediately upon receipt of any legal process requiring disclosure of Participant records.

C. The Contractor/Treatment Provider shall, upon request of the Department or in response to a subpoena or subpoena duces tecum, appear or submit an affidavit and testify in any legal proceedings convened by a court of competent jurisdiction or the Department.

C.8 DEPARTMENT POLICIES AND PROCEDURES

The Contractor and its employees/Subcontractors shall adhere to the Department's Policies listed below and available on the Department's website at http://www.tdcj.texas.gov:

A. PD-03, Employee ID Cards;

B. PD-04,Consultant and Contract Employee Information Confidentiality;

C. PD-13, Sexual Harassment and Discourteous Conduct of a Sexual Nature;

D. PD-17, Drug Free Workplace;

E. PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees;

F. PD-27, Employment Status Pending Resolution of Criminal Charges or a Protective Orders;

G. PD-29, Sexual Misconduct with Offenders; and

H. PD-75, Applicants with Pending Criminal Charges or Prior Criminal Convictions.

SECTION D - REPORTS AND DATA

D.1 REPORTS REQUIRED FROM CONTRACTOR

The reports in this Section are required to be submitted by the Contractor during the course of the Contract. These reports may be revised or additional reports may be required at the Department's sole discretion.

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY
Monthly	To referring District Parole Office by the fifth (5th) Day of the following month	Texas Department of Criminal Justice, Parole Division, Sex Offender Treatment Attendance Roster & Billing Invoice, PMS-41, Exhibit J.1	Contract Sections C.5.Q and G.3.A
Monthly	To local supervising parole officer by fifteenth (15th) Day of each month	Monthly Report with the total number of counseling sessions attended by each Participant, both subsidized and non-subsidized Participants, and if a Participant terminates counseling, the reason for termination	Contract Section C.5.BB
Monthly	To Contract Specialist by fifth (5th) Day for preceding month	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report, Exhibit J.8, Attachment A	Contract Section H.2.2.D
Quarterly	To Program Supervisor on December 30, March 30, June 30, and September 30	Texas Department of Criminal Justice, Parole Division, Sex Offender Program Performance Measures Worksheet, Sex Offender Treatment Contract, Exhibit J.6	Contract Section C.5.AA
Quarterly	To Program Supervisor on December 30, March 30, June 30, and September 30	Texas Department of Criminal Justice, Parole Division, Child Safety Zone Certification, Exhibit J.9	Contract Section C.3.D
Other	To supervising parole officer by tenth (10th) Day after Participant's first full month of enrollment and then every three (3) months thereafter	Texas Department of Criminal Justice, Parole Division, Sex Offender Treatment Progress Report, PMS-31, Exhibit J.2	Contract Section C.5.S
Other	To supervising parole officer within thirty (30) Days after Participants enrollment, and as needed	Written Treatment Plan	Contract Section C.5.T
Other	To Contract Specialist prior to Service Commencement and within thirty (30) Days of effective date upon renewal or replacement	Insurance Certificates and Policies	Contract Section H.1
Other	Each instance	Copy of each subcontract	Contract Section H.2.D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

A. The Department and other government regulatory agencies have the right to inspect and test all Services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's performance of Services. The Contractor shall furnish, and shall require Subcontractors to furnish, at no increase in the Contract price, all reasonable assistance for the safe and convenient performance of these duties.

B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the Services being provided, including financial records, maintenance records, employee records including time, attendance, and payroll records, and any and all records and documents generated by the Contractor and its Subcontractors in connection with performance of this Contract.

C. If, subject to the outcome of an audit, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.4.6 of this Contract.

1. If any of the Services are non-compliant with the Contract requirements, as identified by the Department, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) Day period to file a written response detailing corrective action(s) taken to address all items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken.

2. If any of the Services are non-compliant with the Contract requirements, as identified by a government regulatory agency, the Contractor must resolve all items identified as non-compliant by the deadline established by the agency.

E.2 INSPECTION BY STATE EMPLOYEES

A. The Contractor shall allow at all times employees/agents of the Governor, members of the Legislative and all other members of the Executive and Judicial Branches of the State of Texas, as well as any other person designated by the Department and Texas Board of Criminal Justice (TBCJ) to monitor the delivery of Services.

B. The Contractor/Treatment Provider shall allow local parole staff to attend counseling groups in progress for monitoring purposes on a quarterly basis. Scheduling shall be coordinated between the Contractor/Treatment Provider and local parole staff.

C. The Contractor/Treatment Provider shall allow the Program Supervisor to attend counseling groups in progress to ensure Contract compliance.

E.3 MONITORING CRITERIA

A. The Department shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract, and Department Policies.

B. The Contractor shall cooperate fully with the Department and the Program Supervisor in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance.

C. Monitoring may include, but is not limited to, monthly and interim audits conducted by the Program Supervisor, unannounced visits at any time, and annual and special audits conducted by Authorized Representatives of the Department.

D. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.

E. The Program Supervisor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

E.4 AUTHORITY TO AUDIT

A. The 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.

B. The 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.

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

D. See Section H.9, Books and Records, concerning record retention.

E.5 AUDITS BY OTHER AGENCIES

A. Upon receipt of audits or inspections pertaining to Services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days.

B. The Contractor shall provide to the Department copies of responses to audits and/or inspections within seven (7) Days of issuance. Audits or inspections may include allegations or complaints involving Services or the Contractor and its employees (including consultants, independent contractors and their employees and agents and volunteer workers).

E.6 FRAUD, WASTE OR ABUSE

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

B. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at www.sao.texas.gov. It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 936-437-7100, or Crime Stoppers at 1-800-832-8477.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TERM

The Contract will consist of a Base Period of two (2) years (September 1, 2017 through August 31, 2019) and two (2) two (2) year renewal Option Periods (September 1, 2019 through August 31, 2021 and September 1, 2021 through August 31, 2023).

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Specialist will make their full text available.

Texas Government Code, Chapter 2251, Payment For Goods and Services

G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, PROGRAM SUPERVISOR AND PROGRAM COORDINATOR

G.2.1 Authorized Representative

A. In the case of the Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.

B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The Executive Director has designated the Chief Financial Officer to act in his/her behalf on matters requiring signature approval of the Authorized Representative. The Executive Director has designated the Director of Specialized Programs as the Authorized Representative to act on behalf of the Chief Financial Officer on all matters pertaining to the compliance of this Contract. The Department's Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.

C. At any time, any party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor by its President or any Vice President, or if on behalf of the Department by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.

D. The Department's Authorized Representative (the Executive Director) or his/her designated representative (Chief Financial Officer) is the only person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

G.2.2 Contract Specialist

A. The Contract Specialist for administration of this Contract is Steven Tilley.

B. The telephone number for the Contract Specialist is (936) 437-7031.

C. The facsimile number of the Contract Specialist is (325) 223-0310.

D. The e-mail address of the Contract Specialist is steven.tilley@tdcj.texas.gov.

E. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes and final issuance of written changes/modifications to this Contract.

G.2.3 Program Supervisor

A. The Program Supervisor for this Contract is Rachel Kingston.

B. The telephone number for the Program Supervisor is (512) 406-5518.

C. The facsimile number of the Program Supervisor is (512) 406-5366.

D. The e-mail address of the Program Supervisor is rachel.kingston@tdcj.texas.gov.

E. The Program Supervisor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas.

F. The Program Supervisor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.

G. The Program Supervisor assignment for this Contract may be changed at any time by the Department without prior notice to the Contractor.

H. If, as a result of technical discussions, it is desirable to modify the Contract obligations or Statement of Work, changes will be issued in writing and signed by the Executive Director of the Department or his/her designated representative (Chief Financial Officer).

G.2.4 Program Coordinator

A. The Program Coordinator for this Contract is ___(To be named by the Contractor)___.

B. The telephone number for the Program Coordinator is _____.

C. The facsimile number for the Program Coordinator is _____.

D. The e-mail address for the Program Coordinator is _____.

E. The Contractor shall provide a Program Coordinator for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department.

F. The Program Coordinator shall have full authority to act for the Contractor in the performance of the required Services.

G. The Program Coordinator or a designated representative shall meet with the Program Supervisor to discuss problems as they occur.

G.3 INVOICE REQUIREMENTS

A. The Contractor shall submit the entire previous month's original signed TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice, PMS-41 (Exhibit J.1) to the referring District Parole Office specialized unit supervisor by the fifth (5th) Day following the month of Services. A copy of this form should also be kept in the Contractor's/Treatment Provider's file. In the event Services are provided to Participants from different offices, copies of the PMS-41 must be sent to each referring office.

The Contractor shall not send PMS-41s directly to the TDCJ-PD Specialized Programs Billing Unit.

B. Once a subsidized evaluation is completed, the Contractor shall submit the written evaluation report, the approval e-mail, and the PMS-34, TDCJ-PD Services Invoice (Exhibit J.5) within thirty (30) Days of the date of the written report

The report shall be submitted via mail, fax, or email to:

Mailing Address:	TDCJ-PD Specialized Programs Billing Unit 8610 Shoal Creek Boulevard Austin, Texas 78757
Fax:	(512) 406-5361
Email:	sotp.invoices@tdcj.texas.gov

C. The Department, subject to its usual auditing and accounting procedures, shall pay such invoices thirty (30) Days after receipt of an accurate Contractor's invoice. The Contractor may offer prompt payment discount, for example, one percent (1%), fifteen (15) days (refer to page 1, block 7 of the Solicitation, Offer and Award form) if the Contractor desires expedited Payment. Prompt payment discounts and payment terms must also be stated on each invoice.

D. The email approval for subsidized evaluations is valid for ninety (90) Days from the date of approval. For individual sessions, the Offender must sign the TDCJ-PD Services Invoice, PMS-34 (Exhibit J.5) at the time of the individual session.

E. Failure of the Contractor to submit invoices in the timeframe specified in this Section may result in withholding of Payment for Participant's Service, if the Service was performed more than ninety (90) Days from the date of invoice, unless said Service is in dispute.

F. Invoices submitted 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.

G.4 PAYMENTS

A. It is recommended that the Contractor receive Payments via Electronic Funds Transfer (EFT), also known as Direct Deposit.

B. Regardless as to whether Direct Deposit is chosen, upon Contract award the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:

Texas Department of Criminal Justice
Accounts Payable
P.O. Box 4018
Huntsville, Texas 77342-4018

If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.

The form and instructions can be found at the following link on the TDCJ website: www.tdcj.texas.gov/divisions/finance/finance_acct_accts_pay.html.

In the event the Contractor elects to decline Direct Deposit on the Vendor Maintenance Direct Deposit and Substitute W-9 Form, the Payment will be mailed to the following remittance address:

_____
_____
_____

C. Payment is to be made monthly by the Department to the Contractor after all Services are rendered and invoices with required reports have been submitted accurately and completely.

D. Partial Payments may be made when the amount of the invoice is sufficient, in the opinion of the Department, to justify processing the Payment.

E. The Contractor shall have thirty (30) Days from receipt of Payment to submit a request for consideration to review any discrepancies or inaccuracies.

G.4.1 Maximum Payments by the Department

A. The Contractor shall recognize that Payments made by the Department for treatment of a referred Participant are only intended to be a subsidy to the Contractor and is not intended to cover the Contractor's full treatment cost. The Contractor shall be cognizant that some Participants have no ability to pay a co-payment for treatment, therefore, the Contractor agrees to accept Department subsidy Payment as full Payment for those Participant's treatment.

B. The Department shall pay a subsidy for identified Participant's treatment for a maximum of sixty (60) Days from the date of the first (1st) subsidized session attended. The supervising parole officer and the Treatment Provider are responsible for tracking the subsidy period and shall communicate regarding the status of subsidy needs at least two (2) weeks prior to the expiration of the subsidy period. At that time, the supervising parole officer will determine if the Participant should remain on or be removed from

subsidy. If the Participant is to remain on subsidy, the supervising parole officer will provide the Contractor/Treatment Provider with the approved extension.

C. The Department shall subsidize Payment to the Contractor for one (1) evaluation per a twelve (12) month period for Participants requiring financial assistance. The TDCJ-PD Services Invoice, PMS-34 (Exhibit J.5) shall be utilized by the Contractor for invoicing for evaluations. In accordance with Section G.3.D, subsidy approvals are valid for ninety (90) Days; however, evaluations shall be conducted within the timeframes as noted in Section C.5.C. The Department will not pay for evaluations completed more than ninety (90) Days after the date approval was granted by TDCJ-PD Specialized Programs to conduct the evaluation, unless a subsequent request is sent by the supervising parole officer to TDCJ-PD Specialized Programs and it is approved.

D. The Department shall subsidize Payment to the Contractor for one (1) evaluation per Participant, when required by the Department, when the Participant does not have a sex offense, Sex Offender Condition Hearing (SOCH). The TDCJ-PD Services Invoice, PMS-34 (Exhibit J.5) shall be utilized by the Contractor for invoicing for evaluations. In accordance with Section G.3.D, subsidy approvals are valid for ninety (90) Days; however, evaluations shall be conducted within the timeframes as noted in Section C.5.C. The Department will not pay for evaluations completed more than ninety (90) Days after the date approval was granted by TDCJ-PD Specialized Programs to conduct the evaluation, unless a subsequent request is sent by the supervising parole officer to TDCJ-PD Specialized Programs and it is approved.

E. The Department shall subsidize Payments to the Contractor for weekly group sessions for Participants requiring financial assistance. Payments shall be made on a per Participant group session basis. The Contractor will be paid only for the number of Participants placed in an established group, regardless of whether or not all Participants assigned to that group are present for a particular session. Reference Section G.4.2.B regarding absences. TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice, PMS-41 (Exhibit J.1) shall be utilized by the Contractor for the invoicing of group sessions.

F. The Department shall subsidize Payment to the Contractor for individual sessions for Participants requiring financial assistance who meet the criteria in Section C.5.L. Payments shall be made on a per session, per Participant basis, up to a maximum time allotment of ninety (90) minutes per individual session. The TDCJ-PD Services Invoice, PMS-34 (Exhibit J.5) shall be utilized by the Contractor for invoicing of individual sessions.

G.4.2 Make-up Sessions/Absences

A. If make-up sessions are utilized by the Contractor, the make-up sessions shall be conducted during the same calendar month as the missed sessions occurred. The Department will not pay the Contractor for more than one (1) weekly group session per Participant (excluding make-up sessions).

B. The Department will pay the subsidized Payment for a MAXIMUM of four (4) group session absences per Participant per Fiscal Year. After four (4) absences, the Department will not pay the Contractor for any other sessions the Participant misses during the Fiscal Year. The Contractor may collect from the Participant the Contract rate for absences in excess of four (4).

C. Participants who are ten (10) or more minutes late or leave ten (10) or more minutes early to scheduled group shall be considered absent. The Department will pay for this absence in accordance with Sections G.4.2.B. The Contractor shall establish a policy on how tardiness will be handled in compliance with this Section and with consideration given to therapeutic and community safety issues.

D. Participants who are ten (10) or more minutes late or leave ten (10) or more minutes early to individual sessions shall be considered absent. The Department will not pay for any absences, excused or unexcused, at individual sessions.

G.4.3 Co-Payments

A. The Contractor may submit service claims to Participants' private insurance carriers and/or to Medicare/Medicaid (if the Contractor is a Medicare/Medicaid provider) for co-payment reimbursement. Upon the insurance/Medicare/Medicaid payment exceeding the allowed co-payment amounts (as defined in Sections G.4.3.B-D), the Participant is no longer eligible for subsidy, pursuant to Section G.4.4. The Contractor is responsible for knowing and understanding the terms and requirements set forth by Medicare/Medicaid with regard to reimbursement.

B. For Participants who have demonstrated an ability to pay a co-payment per Section C.6 toward evaluation Services but whose evaluation is subsidized, the Contractor shall establish a MAXIMUM payment which the Contractor may collect from each Participant and Department's subsidy Payment per evaluation. The Contractor shall provide the maximum payment amount which shall include the maximum co-payment expected to receive from the Participant plus (+) the maximum subsidized Payment expected to be received from Department (Section B.2).

C. For Participants receiving treatment in a group setting who have demonstrated an ability to pay a co-payment per Section C.6 toward treatment Services but whose treatment is subsidized, the Contractor shall establish a MAXIMUM payment which the Contractor may collect from each group Participant and Department's subsidy Payment per group session. The Contractor shall provide the maximum payment amount which shall include the maximum co-payment expected to receive from the Participant plus (+) the maximum subsidized Payment expected to be received from the Department (Section B.2).

D. For Participants receiving treatment in an individual setting who have demonstrated an ability to pay a co-payment per Section C.6 toward individual treatment Services but whose treatment is subsidized, the Contractor shall establish a MAXIMUM payment which the Contractor may collect from each individual-therapy Participant and Department's subsidy Payment per individual treatment session. The Contractor shall provide the maximum payment amount which shall include the maximum co-payment expected to receive from the Participant plus (+) the maximum subsidized Payment expected to be received from the Department (Section B.2).

E. Collection of co-payments shall be in accordance with the following requirements. The Contractor shall:

1. Not employ Participants in any manner to "work off" the fee;

2. Not terminate Participants or exclude Participants from treatment for failure to pay their established and agreed-upon fee, unless this decision is jointly agreed upon by the Contractor, Treatment Provider, and the supervising parole officer;

3. Not withhold treatment reports to include evaluation reports for failure to pay; and

4. Furnish a receipt to the Participant and maintain a copy of the receipt for review by the Department.

G.4.4 Subsidy-Ineligible Participants

A. When a Participant becomes subsidy-ineligible as determined by the supervising parole officer, billing to the Department shall cease. The supervising parole officer will notify the Contractor of the date the Participant was terminated from the subsidy program by completing the TDCJ-PD Sex Offender Treatment, Terminated from Subsidy/Notification of Treatment Termination, SP-0507 (Exhibit J.7). Participants may still be attending the group, but they are required to pay their own bill in full.

B. A Participant becomes subsidy-ineligible when he or she is terminated from the counseling program for any reason (*e.g.*, death, revocation, incarceration, absconding, lengthy illness, disqualification from the group due to behavioral problems or non-attendance, or when the Participant's financial status changes in such a way he or she can pay for their own treatment without subsidy assistance). The supervising parole officer shall remove a Participant from the subsidy program by notifying the Participant's Treatment Provider within three (3) days of the date the supervising parole officer became aware that the Offender will no longer be subsidized. An Offender may be reinstated if the situation allows subsidy to resume.

G.4.5 Late Payment

Any amount owed to the Contractor more than one (1) Day beyond the Payment due date as described in Section G.4 hereof shall accrue interest each Day that such amount is not paid at the rate specified by Texas Government Code, Section 2251.025, provided, however, that this provision shall not excuse failure by the Department to make Payment in strict accordance with this Contract.

G.4.6 Withholding of Payment

A. The Department shall have the right to withhold the Payment until the failures described below have been corrected.

1. Failure to submit reports as set forth in Section D;

2. Failure to respond to audit reports as required in Section E.1.C; and

3. Failure to correct identified areas of non-compliance to the satisfaction of the Department within twenty (20) Days upon receipt of written notification.

B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.

C. The Payment withheld shall be released upon the Department's satisfaction that compliance has been achieved for thirty (30) Days.

D. With the exception of disputed issues, such withholding of final Payment by the Department shall not exceed one hundred twenty (120) Days from date of Contract termination.

G.4.7 Payment of Debt Owed to the State of Texas

As required by Texas Government Code, Section 2252.903, the Contractor agrees that any Payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan Payments and delinquent child support, until the debt is paid in full. The Contractor shall comply with the rules adopted by the Department under Texas Government Code, Sections 403.055, 403.0551, 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

G.4.8 Right to Offset

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS

A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both a Financial Strength Rating of "A" or better and Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.

B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.

C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Specialist within thirty (30) Days of the effective date.

D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts: Professional liability insurance in the minimum amount of $1,000,000.00 individual occurrence and $3,000,000.00 aggregate.

H.1.1 Required Provisions

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.

B. Waive subrogation against the Department, its officers, employees and elected representatives, for bodily injury (including death), property damage or any other loss, to all applicable coverages.

C. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.

D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

E. Ensure that all certificates of insurance identify the service or product being provided and the name of responsible party.

F. The Contractor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring written notice of cancellation to the Department.

G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No Contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.

H. All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas.

I. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five percent (5%) of the required yearly aggregate limit of coverage.

J. The Contractor is responsible for the first (1st) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

K. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.

L. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

H.2 SUBCONTRACTORS

A. The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract.

B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld.

C. If a Subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized Department representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.

D. The Contractor shall furnish to the Department copies of all subcontracts, without regard to the amount of annual payments.

E. Any arrangement by the Contractor with an affiliate or member company to provide Services for this Contract shall be subject to the Subcontractor provisions of this Section.

F. No contractual relationship shall exist between the Department and any Subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions or omissions of any Subcontractor selected by the Contractor.

G. The Contractor shall be responsible for the management of the Subcontractors in the performance of their work.

H. A Subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits or any other discussions except at the request of the Department.

I. Unless waived in writing by the Department, the subcontract shall contain the following:

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

2. 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 the Department under the Master Contract.

3. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.

4. The Department shall be deemed a "third party beneficiary" to the subcontract.

5. The subcontract shall contain the required Authority to Audit clause referenced in Section E.4, and the required Non-Discrimination clause referenced in Section I.12.

H.2.1 Insurance

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.

H.2.2 Historically Underutilized Business (HUB)

A. The Contractor shall make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181-182, 2161.252(b), and Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285. Pursuant to the Texas Statewide Support Services Division HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.

B. A detailed description of the HSP and required forms to be submitted with the proposal submission are included in Exhibit J.8, HUB Subcontracting Plan.

C. The Contractor shall provide notice to all Subcontractors of their selection as a Subcontractor for this Contract. The notice must specify, at a minimum, this Department's name, the name of the Contract Specialist, this Contract's assigned contract number, the subcontracting opportunity the Subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice shall be provided to the Contract Specialist no later than ten (10) working days after this Contract is awarded.

D. The Contractor shall submit to the Contract Specialist on a monthly basis (by the fifth (5th) Day of the following month) the Prime Contractor Progress Assessment Report, which is included in Exhibit J.8.

H.3 RESERVED FOR FUTURE USE

H.4 RESERVED FOR FUTURE USE

H.5 RESERVED FOR FUTURE USE

H.6 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS

A. The Contractor shall comply with Texas Government Code, Section 2155.4441, relating to service contract use of products produced in the State of Texas.

B. In performing Services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

H.7 CRIMINAL HISTORY INFORMATION COMPLIANCE

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Offenders and former Offenders known as "criminal history information". Criminal history information means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20, Part 20, Subpart B, Section 20.21; Section 524 (a) of the Omnibus Crime Control and Safe Streets Act, 42 U.S.C. 3701, et seq., as amended (the "Act"), Texas Government Code, Chapter 411, Section 411.083, and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.

B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.

C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the Services contemplated herein.

D. In the event that the Contractor’s employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department’s approval, the Contractor’s corrective action plan to ensure full

compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

H.8 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION

A. The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive". The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of Services contemplated herein.

B. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

H.9 BOOKS AND RECORDS

All records and documents pertinent to the Services contracted hereunder shall be kept for a minimum of seven (7) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between the Contractor and the Department.

H.10 ORGANIZATIONAL NAME CHANGE

The Contractor shall submit written notification to the Department of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

H.11 FREE EXERCISE OF RELIGION

The Contractor is prohibited from substantially burdening an employee's or Offender's free exercise of religion.

H.12 RESERVED FOR FUTURE USE

H.13 RESERVED FOR FUTURE USE

H.14 RESERVED FOR FUTURE USE

H.15 RESERVED FOR FUTURE USE

H.16 SECURITY

The Contractor's employees and representatives, vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on State property. The Contractor agrees to abide by all Department Policies and Unit rules and regulations on State property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers and cellphones to any State property. This includes having these items in the personal vehicles of on-site employees. The Contractor's employees may not carry more than twenty-five dollars ($25.00) in cash into any Department Units. Tobacco products are strictly prohibited on Department Units, but are allowed in the personal vehicles on on-site employees or in designated smoking areas. All vehicles must be kept locked when not in use and the Contractor's employee must stay with the vehicle when it is unlocked.

SECTION I - CONTRACT CLAUSES

I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR

A. Funds are not presently available for performance under this Contract beyond August 31, 2019.

B. The Department's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made.

C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2019, until funds are made available to the Department for performance and until the Contractor receives notice of availability.

D. Refer to Section I.3.4.C, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

I.2 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or Service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

I.3 DEFAULT AND TERMINATION

I.3.1 Default by the Contractor

Each of the following shall constitute an Event of Default on the part of the Contractor:

A. A Material Failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;

B. A Material Failure to meet or comply with federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;

C. The Contractor's Material Failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;

D. Insolvency of the Contractor as evidenced by any of the following occurrences:

1. Its inability to pay its debts;

2. Any general assignment for the benefit of creditors;

3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;

4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or

5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.

E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or

F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

I.3.2 Further Opportunity to Cure

A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.

B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.

C. The decision of the Department will be communicated in writing to the Contractor.

D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.

E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

I.3.3 Remedy of the Department

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify, in writing, the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

A. Reducing its claim to a judgment;

B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;

C. Withholding of funds as authorized in Section G.4.6; or

D. Exercising a Termination for Default.

1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.

2. The Department will have no further obligations to the Contractor after such termination.

3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.

4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:

   a. Acts of God or of the public enemy;

   b. Acts of the State in either its sovereign or contractual capacity;

   c. Fires;

   d. Floods;

   e. Epidemics;

   f. Quarantine restrictions;

   g. Strikes;

   h. Freight embargoes; and

   i. Unusually severe weather.

   In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

I.3.4 Termination for Unavailability of Funds

A. The Payment of money by the Department or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.

B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or

warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.

C. In the event State funds for this Contract become unavailable due to Non-Appropriation, the Department will have the right to terminate the Contract without penalty.

D. The Contractor acknowledges that the Department does not receive a “line item appropriation”.

1. If the funds appropriated are not sufficient to pay for the Department’s operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.

2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

I.3.5 Non-Appropriation Effect and Remedy

An event of Non-Appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-Appropriation, this Contract shall automatically terminate as of the last day of the Biennium for which appropriations have been made.

I.3.6 Termination for Convenience

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

I.3.7 Termination by Mutual Agreement

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

I.3.8 Termination Procedures

A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:

1. The Department will immediately notify the Contractor in writing specifying the effective termination date.

2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

a. Place no further subcontracts or orders in support of this Contract;

b. Terminate all subcontracts; and

c. Cancel all orders as applicable.

B. Upon termination, the Contractor shall be entitled to receive from the Department Payment for all Services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after one hundred eighty (180) Days from the date of termination will not be considered.

I.3.9 Default by the Department

Each of the following shall constitute an Event of Default on the part of the Department:

A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or

B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and

C. Unless cured by the Department within twenty (20) Days after receiving written notice thereof.

I.3.10 Remedy of the Contractor

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below.

I.3.11 Dispute Resolution

A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor shall be resolved as follows:

1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.

2. A Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.

3. To initiate the process, the Contractor shall submit written notice, as required by Texas Government Code, Chapter 2260, Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.

4. Said notice shall specifically state the provisions of Texas Government Code, Chapter 2260, Subchapter B, are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.

5. Compliance by the Contractor with Subchapter B, is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.

6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

7. Compliance with the contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.

8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.

B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in the Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter C, Rule 155.31.

C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing Services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.

D. Records of the Services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.

E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

I.4 NO WAIVER OF RIGHTS

A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.

B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

I.5 INDEMNIFICATION OF THE DEPARTMENT

I.5.1 Acts or Omissions

The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, Subcontractors, order fulfillers, or suppliers of Subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office

of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

I.5.2 Infringements

A. The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.

B. The Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by:

1. Use of the product or service for a purpose or in a manner for which the product or service was not designed;

2. Any modification made to the product without the Contractor's written approval;

3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;

4. Any intellectual property right owned by or licensed to the Department; or

5. Any use of the product or service by the Department that is not in conformity with the terms of any applicable license agreement.

C. If the Contractor becomes aware of an actual or potential claim, or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or in the case of an injunction against the Department, shall), at the Contractor's sole option and expense;

1. Procure for the Department the right to continue to use the affected portion of the product or service; or

2. Modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that the Department's use is non-infringing.

I.5.3 Taxes/Workers' Compensation/Unemployment Insurance - Including Indemnity

A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The Department and/or the State shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or

workers' compensation or any benefit available to a State employee or employee of another governmental entity customer.

B. The Contractor agrees to indemnify and hold harmless the Department, the TBCJ, the State of Texas and/or their employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in its performance under this Contract. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

I.6 NO WAIVER OF DEFENSES

A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of the Services by the Contractor without the consent of the other party.

B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

I.7 INDEPENDENT CONTRACTOR

A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.

B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.

C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

I.8 LAWS OF TEXAS

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

I.9 ASSIGNMENT

A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.

B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:

1. More than fifty percent (50%) of the assets of the Contractor are sold;

2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or

3. Any shareholder or owner of the Contractor who owns at least ten percent (10%) beneficial ownership of the Contractor fails to continue to own at least ten percent (10%).

C. In the event that any sale, transfer, or assignment, as referenced in paragraphs A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS

A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.

B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

I.11 APPROVAL OF CONTRACT

A. This Contract is subject to written approval of the Executive Director of the Department or the Director's designated representative and shall not be binding until so approved.

B. For Contracts valued over one million dollars in the initial Contract Term, the Executive Director's approval shall be given only on the approval of the TBCJ.

I.12 NON-DISCRIMINATION

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, Subcontractor, participant or provider on account of race, color,

disability or perceived disability, religion, sex, national origin, genetic information, or age, and in accordance with the following:

A. The Contractor shall not discriminate against employees, Subcontractors, participants or providers who have or are perceived to have a disability because of Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.

B. In all solicitations or advertisements for employees and/or the purchase of Services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.

C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each Subcontractor or vendor.

I.13 CONFIDENTIALITY AND OPEN RECORDS

I.13.1 Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

I.13.2 Open Records

In accordance with Texas Government Code, Section 2252.907, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Texas Government Code, Chapter 552 (Texas Public Information Act). The Texas Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Texas Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Texas Public Information Act.

I.14 CONTRACT CHANGES

A. Changes/modifications to this Contract (except Contract extensions, administrative changes such as changing the Contract Specialist designation, correcting typographical errors or other unilateral changes discussed elsewhere in the Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.

B. The Department, at its sole discretion, may revise funding during the course of this Contract by issuing a unilateral modification to the Contractor.

I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT

A. The Department may, at its sole discretion, extend the Contract Term, by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.

B. The preliminary notice does not commit the Department to an extension.

C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

I.16 OPTION TO EXTEND SERVICES

A. The Department may require continued performance of any Services within the limits and at the rates specified in this Contract.

B. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or extension period for the purpose of re-advertising the Service, awarding a new contract, and transitioning into a new contract.

C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.

D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

I.17 SEVERABILITY

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

I.18 IMMIGRATION

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C.§ 1101 et seq.) and all subsequent immigration laws and amendments.

I.19 NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Section I.3.11.

I.20 LIMITATION ON AUTHORITY

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use

is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

I.21 INTELLECTUAL PROPERTY INDEMNIFICATION

A. The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.

B. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213

A. Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Texas Administrative Code, Title 1, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

B. The Contractor shall provide the Department with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under the Rehabilitation Act, Section 508), or indicate that the product/services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein

shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

I.24 FORCE MAJEURE

A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in 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.

B. 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.

C. Each party must inform the other in writing, with proof of receipt, within three (3) working days of the existence of such force majeure, or otherwise waive this right as a defense.

I.25 NOTICES

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract or by U.S. mail.

Notices to the Department shall be sent to:

Steven Tilley, Contract Specialist III
Texas Department of Criminal Justice
Contracts and Procurement Department
Two Financial Plaza, Suite 525
Huntsville, Texas 77340

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party. This change shall be incorporated with a unilateral modification.

I.26 SUBSTITUTIONS

Substitutions are not permitted without written approval of the Department.

I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM

A. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All Persons employed to perform duties within Texas, during the Contract Term; and

2. All Persons (including Subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

B. The Contractor shall provide, upon request of the Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and the Contractor's Subcontractors, as proof that this provision is being followed.

C. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.

SECTION J - LIST OF EXHIBITS

EXHIBIT NO.	TITLE	NUMBER OF PAGES
J.1	TDCJ-PD, Sex Offender Treatment Attendance Roster & Billing Invoice Instructions (PMS-41)	3
J.2	TDCJ-PD, Sex Offender Treatment Progress Report and Instructions (PMS-31)	3
J.3	TDCJ-PD, Sex Offender Treatment/Polygraph Referral Information and Instructions (PMS-27)	2
J.4	TDCJ-PD, Disclosure of Information and Waiver of Confidentiality (PMS-33)	1
J.5	TDCJ-PD, Services Invoice and Completion Instructions (PMS-34)	2
J.6	TDCJ-PD, Sex Offender Program Performance Measures Worksheet, Sex Offender Treatment Contract and Completion Instructions	2
J.7	TDCJ-PD, Sex Offender Treatment, Terminated From Subsidy/ Notification of Treatment Termination (SP-0507)	2
J.8	HUB Subcontracting Plan (HSP)	14
J.9	Child Safety Zone Certification	1

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION

SEX OFFENDER TREATMENT ATTENDANCE ROSTER & BILLING INVOICE INSTRUCTIONS

A. The Treatment Provider Shall:

1. At the top of the form enter the contract provider's name and number, day of the week (Monday, Tuesday, etc.), the month and year, the time of the group session, and site (physical address of treatment services). *The time of the group shall include the time the group starts and the time the group ends.*

2. Print or type the participant members' full names and TDCJ numbers who are enrolled and scheduled to attend the session: Note: All group member names are to be typed or legibly printed on this form.

3. Enter the Parole Officer's name and District Parole Office.

4. For each session attended in the month, mark "Yes" for subsidized clients and "No" for self-pay clients.

5. Enter the co-payment the offender paid for that session.

6. Maintain one roster per group of participants each month.

7. If applicable, enter the corresponding Problem, Progress and/or the Termination Code in the space provided in the "Codes and Termination" column.

Problem Codes:
A = Absent
M = Make up session
1 = Missed initial appointment
2 = Two successive absences
3 = Late to group (10 minutes or more)
4 = Left group early (10 minutes or more)
5 = Failed to pay established fee
6 = Intoxicated / Drug use
7 = Displayed disruptive behavior
8 = Showed signs of re-offending
9 = Did not complete homework
10 = Other, Specify – Can be used for problem or progress

Progress Codes:
11 = Admits to offense
12 = Submits homework on time
13 = Accepts feedback well
14 = Provides good feedback
15 = Appropriately participates in group discussion
16 = Follows group rules
17 = Offender is progressing at an acceptable pace

Terminate Code:
T = Terminated from group session: List any terminations by entering "T" and the applicable problem code i.e., T-7. If other, please specify.
TS = Terminated from Subsidy. The offender will remain in the treatment program as a self-pay client.

8. If offender is attending a session for a make-up class, the vendor shall enter "M" in the "Codes and Termination" column and enter the date for the session the offender is making-up. For example, if an offender missed group on 11/6/2015 and made the session up the following week, the therapist will enter M – 11/6/2015, in the problem code column, on the invoice he/she made up the session.

   NOTE: Even if services were not provided during the month, a termination code must be entered.

9. Counseling participants initial the roster in the shaded area at the time of each session. Those who are absent are indicated by lack of initial and marking an "A" in the "Codes and Termination" column.

10. The therapist provider shall sign, date, and number all rosters for each treatment site, and submit the entire previous month's original signed roster(s) to the referring District Parole Office Specialized Unit Supervisor by the 5th day following the month of services, keeping a copy in the provider's file. *In the event services are being provided to offenders from different offices, copies of the PMS-41 must be sent to each referring office.* The therapist shall not send invoices directly to Accounts Payable. If the vendor chooses to submit the invoices weekly, the District Office will enter the received date on the date the entire month's invoices have been received.

11. The provider shall provide the "Total Number of Offenders Billed" for the number in the total number of units in that session they are seeking reimbursement for the month.

12. If more than one page is needed for the group, please number the total number of pages per site. For example "1 of 2."

13. Leave the "Completed by the Parole Officer" blank.

B. District Parole Office Staff

1. Enter the name and title of the person who received the invoices in the space provided "Name/Title of Person who Received."

2. Enter the date the invoices were received in the space provided "District Parole Office Received Date." Please note that if rosters are submitted weekly, the date entered will be the date when the entire month's invoices are received.

C. The Parole Officer Shall:

1. Review the submitted roster(s) within four (4) calendar days after the invoices are received at the District Office and sign the column "Completed by the Parole Officer." The officer will use the sign-in sheet as verification of the offender's attendance and subsidy eligibility. The officer shall verify the offender's **subsidy eligibility** by marking "Yes" or "No" and a signature for each client listed on the invoice. The signature verifies the offender is subsidy eligible, that the offender name and TDCJ # are correct, the offender was referred to therapy, and the offender's initial appears to be a valid initial. Please note, that if an offender did not attend, the officer shall still verify subsidy eligibility by marking "Yes" or "No" and sign for each offender. Vendors can be reimbursed for up to four (4) absences per year. Therefore, in any event, a signature is needed to verify subsidy status. Payment will be made on only those entries where the vendor and the parole officer have indicated that the offender is subsidy eligible. In the event the provider is billing for an offender that is no longer on subsidy, the officer shall indicate next to their signature the date the provider was notified via the SP-0507 that the offender was terminated from subsidy. The date shall match the date that was entered into OIMS.

2. Review the roster for any problems noted and take action if appropriate.

3. The officer shall use the "Comments" section under their name to provide information that may be necessary, such as "In Custody 11/6/2006."

4. Incomplete invoices may be returned to the provider to make corrections or corrected by the officer, provided they have the necessary information to make the correction. If the officer is making the correction for the vendor, the vendor shall be notified to advise the vendor of the correction. The officer shall initial their correction. In any event, incomplete or inaccurate invoices shall not be submitted for payment.

C. The Specialized Unit Supervisor Shall:

1. Review the submitted roster(s) within three (3) calendar days of receipt, print and sign the section at the bottom right of the form. This signature indicates that either the offender is within his initial 60 days of subsidy or a current extension has been approved in OIMS.

2. Scan the signed rosters. Utilize the instructions found in the "Procedure for Scanning PMS-41 Invoices to File."

3. Submit the signed rosters by email within seven (7) calendars days of receipt from the vendor to:

Specialized Programs Billing Unit
sotp.invoices@tdcj.texas.gov

4. Maintain the roster(s) in the District Parole Office for future reference.

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
Sex Offender Treatment Progress Report

From: _____ To: _____
Therapist Parole Officer

Re: _____ _____/_____
Client TDCJ # / SID #

Date of Report: _____ Period Covered: _____ to _____

Response Key Codes:

1 = Yes	**3 = Effort being made**	**5 = Not applicable**
2 = No	**4 = More effort needed**	**0 = Unknown**

I. Attendance

_____ 1. Arrives on time for sessions

_____ 2. Number of sessions tardy by 10 or more minutes

_____ 3. Number of sessions client leaves before session ends

II. Treatment Participation

_____ 4. Completes homework assignments as required

_____ 5. Appropriately participates in group discussion

If not, explain: _____

_____ 6. Accepts feedback from other group members

If not, explain: _____

_____ 7. Pays established fee. Balance: $ _____

_____ 8. Accepts responsibility for sexual behavior

_____ 9. Currently working on the following treatment components (check all that apply):

____ Sex offense cycle ____ Thinking errors ____ Victim empathy ____ Relapse prevention

____ Owns victimization issues ____ Social skills training ____ Aftercare planning

____ Substance abuse education (or proper referral made) ____ Other (specify) _____

_____ 10. Has completed the following treatment components (check all that apply):

____ Sex offense cycle ____ Thinking errors ____ Victim empathy ____ Relapse prevention

____ Owns victimization issues ____ Social skills training ____ Aftercare planning

____ Substance abuse education (or proper referral made) ____ Other (specify) _____

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
Sex Offender Treatment Progress Report

_____ 11. Follows treatment program rules

_____ 12. Displays the following thinking errors (list all that apply):

_____

_____

_____ 13. Client reports violating treatment and/or supervision rules

_____ 14. Client has shown progress in treatment by: _____

_____

III. Recommendations

_____ Modification of attendance frequency is needed.

_____ Other treatment referral is necessary.

_____ Treatment goals need to be revised.

_____ Termination/Discharge from treatment program to be discussed.

_____ Therapeutic evaluation/testing needed.

_____ Conditions of release need to be imposed/modified/withdrawn.

_____ Individual sessions are necessary.

_____ Parole violations need to be discussed.

Comments: _____

_____

Termination/Discharge Summary (Indicate if participant successfully or unsuccessfully leaves your program and recommendations concerning treatment and supervision needs):
_____
_____
_____

I have discussed this report with my therapist.

Client's Signature: _____ Date: _____

Dist: Parole Officer Therapist Client
Sex Offender Treatment Progress Report

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
Sex Offender Treatment Progress Report

INSTRUCTIONS

Enter the name of the therapist who has been treating the client, the supervising parole officer, the client, TDCJ #, and SID #. Enter the current date and the date the report period covers.

I. Attendance

1. Enter the appropriate response key code.
2. Enter the actual number of sessions the client was tardy by more than 10 minutes.
3. Enter the actual number of sessions the client left before the session ended.

II. Treatment Participation

4. Enter the appropriate response key code.
5. Enter the appropriate response key code. Explain how the client is not participating appropriately in group discussions.
6. Enter the appropriate response key code. Explain how the client does not accept feedback.
7. Enter the appropriate response key code. If client owes therapist money, indicate the current balance.
8. Enter the appropriate response key code.
9. Indicate the treatment components on which the client is currently working.
10. Indicate the treatment components that the client has completed.
11. Enter the appropriate response key code.
12. List the participant's identified thinking errors.
13. Enter the appropriate response key code.
14. Specify how the client is showing progress in treatment (e.g., accepting responsibility, completing homework, attending regularly, passing the polygraph, etc.)

III. Recommendations

Check all recommendations that apply to the specific client. If a recommendation is not listed, write it in the comments section.

Comments

Write additional information not covered on the form that the supervising parole officer has a need to know.

Termination/Discharge Summary

State if the client has been successfully or unsuccessfully terminated from the treatment program. If unsuccessful, state the reason for the termination. Include any follow-up recommendations that may impact supervision or treatment needs of the client.

Review the information with the client, and have the client sign and date the form. Send a copy to the parole officer and give a copy to the client. Maintain the original in the therapist's file.

☐ **Subsidy Eligible**

☐ **Self-Pay**

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
SEX OFFENDER TREATMENT/POLYGRAPH REFERRAL INFORMATION

Date Referred to Treatment: _____ Date Referred to Polygrapher: _____

A. Offender's Name: _____ DOB: _____ TDCJ#: _____ SID#: _____

Address: _____ With Whom: _____

Telephone: (H) _____ (W) if available: _____

Names / Ages of children (indicated if they are in home): _____

B. Conviction History (current offense listed first):

1. _____
2. _____
3. _____

C. Release Date: _____ **Discharge Date:** _____

D. Description of sexually criminal / deviant / offensive behavior for which referral is made (include age of victim, relationship to victim, weapons used, physical harm to victim, # of victims, etc. _____

_____

E. Offender Admits: (check one) ☐ All ☐ Some ☐ None

F. Mental health issues /diagnoses: _____

_____

Other treatment programs attended (include any program attended before, during and since incarceration, length of time attended and completion data): _____

_____

To: Treatment Provider or Polygraph Examiner:

Name: _____

Address: _____ Telephone #: _____

For additional treatment/education information, the treatment provider may call:

From: Parole Officer:

Name: _____ DPO: _____

Address: _____ Telephone #: _____

Attachments: (Check all that are included)

☐ Criminal History
☐ Social History
☐ Polygraph reports
☐ Prior Evaluations
☐ Signed Disclosure of Information & Waiver of Confidentiality
☐ Case Summary, Release Certificate, including Special Conditions
☐ SOTP Closing Summary
☐ Other (specify): _____

_____

For Additional treatment/education information call:

☐ Attended in-prison SOTP
☐ Attended in-prison SOEP

☐ E1 - Ellis Unit 936-295-5756
☐ GR - Goree Unit 936-295-6331
☐ HI - Hightower Unit 936-258-8013
☐ HT - Hilltop Unit 254-865-8901
☐ HV - Huntsville Unit 936-437-1555
☐ R2 - Stringfellow Unit 281-595-3413

*** Please note: A copy of the evaluation and polygraph report will be provided to offenders who are entitled to the notice and hearing process.**

cc: Therapist/Polygraph Examiner & Offender's file

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
SEX OFFENDER TREATMENT/POLYGRAPH REFERRAL INFORMATION
INSTRUCTIONS

I. Subsidy Eligible/Self-Pay:

Check the appropriate Box. If the offender is subsidy eligible, the 60-day subsidy period will begin on date it was entered into the Offender Information Management System (OIMS). In the event the offender becomes subsidy eligible subsequent to the initial referral, a printed copy of the OIMS subsidy referral shall be provided to the contract therapist providing proof that the therapist may bill for subsidy. Referrals for subsidized polygraphs and evaluations are approved by the Sex Offender Program Specialist via e-mail and the PMS-34 is the method utilized for subsidized polygraph examinations and evaluations. Officers may copy the original form used for the referral to treatment and provide a copy to the polygraph examiner filling in the referral date to the polygrapher. There is no need to complete another form to refer to a polygraph examiner.

II. Offender information:

A. Enter the date the referral is being made to treatment or the polygrapher. Enter the offender's identifying information. If the offender has children list their names and ages and whether these children live with the offender.

B. Enter the offense name and year of conviction beginning with the offense(s) for which the offender is currently being supervised. Be sure to enter all sexual conviction information in this area.

C. Enter the release and discharge dates of the current period of supervision.

D. Describe the sexually criminal/deviant/offensive behavior the offender has engaged in. State the sex and age of victims, the offender's relationship with the victim, whether the victim was physically injured, weapons used, the number of known victims and any other pertinent information that may be useful to the therapist about the offense(s).

E. Indicate if the offender admits to all, some, or none of the sexually criminal/deviant/offensive behavior.

F. List any known mental health issues or diagnoses, i.e., depression, suicidal attempts or threats, mentally retarded, schizophrenia, etc. Describe any other treatment programs the offender has attended/completed, including substance abuse programs, MHMR, prior sex offender treatment, etc. This description should include the length of time the offender attended and recommendations/prognosis given by the therapist. List all treatment attended while on probation, incarcerated, previous supervision terms or during the current supervision period. If the offender attended treatment while in prison, attach a copy of the closing summary and the clinical interview/evaluation if applicable.

III. Therapist/Polygraph Examiner Information:

Enter the name, address, and telephone number of the treatment provider to whom the referral for treatment is made. The polygraph examiner's name can be added in the space next to the therapist's name when a referral is being made to a polygraph examiner.

IV. Parole Officer Information:

Enter the name, address, and telephone number of the referring officer.

V. Attachments:

Check all items that are attached to the form and being sent to the treatment provider/polygraph examiner. The completed form and all attachments are sent to the treatment provide/polygraph examiner. The officer shall also check the SOTP screen to determine if the offender attended the SOTP or SOEP in-prison program. The officer shall check the appropriate box and the unit the offender received the services. If the offender attended the SOTP the parole officer shall include the Closing Summary.

A copy of the form is to be retained in the district file.

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION

Disclosure of Information and Waiver of Confidentiality

_____ _____
Name of Offender (PRINT LAST NAME FIRST) TDCJ #

I hereby authorize the Texas Department of Criminal Justice, Parole Division, to disclose and/or obtain information to and/or from the organization/agency.

Name of Organization/Agency: _____

_____

Address: _____

City/State/Zip: _____

Telephone Number: _____

I understand that the information released will be limited to the following types of relevant information regarding:

Psychological or psychiatric data
Medical condition or status
Chemical abuse
Employment history
Social history
Criminal history
Sexual history
Date of birth

This Consent for Disclosure of Information will terminate when I discharge parole or mandatory supervision. I further agree that my treatment group sessions or polygraph examinations may be observed by employees of TDCJ.

_____ _____/_____/_____
Offender's signature Date

_____ _____/_____/_____
Officer's signature Date

PMS-33 (Rev. 03-03)

☐ **Sex Offender Evaluation**
☐ **SOCH Evaluation**
☐ **Polygraph Examination**
☐ **Individual Session**

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
SERVICES INVOICE

A. Client: _____ TDCJ#: _____

B. Referring Parole Officer: _____ Phone #: _____

Date of Approval: _____ Approving Authority: _____

(The e-mail approval must be attached to this invoice.)

District Parole Office: _____ Region: _____

C. Treatment Program (if applicable): _____

Therapist/Polygraph Examiner: _____

D. Parole Officer's Signature: _____

E. Unit Supervisor's Signature: _____

F. Date Evaluation/Individual Session/Polygraph Conducted: _____

G. Date written report submitted to supervising officer: _____ Amount Due: $ _____

H. Therapist/Polygraph Examiner (Print Name): _____

Address: _____

Location of Service: _____

Contract #: _____

Therapist's/Polygrapher's Signature: _____

(This signature certifies that the officer has received the written evaluation/polygraph report.)

Attachment: Completed Report

Distribution: District Parole Office
Therapist/Polygraph Examiner
Original–Central Office with Attachment

Accounts Payable Use Only

☐ Written report attached verifying services were rendered

For Individual Sessions Only

Client's Signature _____ _____
Date

SEX OFFENDER TREATMENT/POLYGRAPH EXAMINATION/INDIVIDUAL SESSION SERVICES INVOICE
PMS-34
COMPLETION INSTRUCTIONS

Upon identifying a client who requires financial assistance for obtaining a treatment evaluation, polygraph examination, or an individual session, the supervising officer shall contact, via email, the Sex Offender Program Specialist or designee at Central office, Specialized Programs, for approval to have the evaluation, polygraph examination, or individual session subsidized by the Parole Division (PD). The officer shall provide the Program Specialist, Central office, with the client's name, TDCJ number, sex offense, and the name of the contract vendor who will complete the evaluation or polygraph examination; the reason for the evaluation or polygraph examination; the date of the client's last evaluation or polygraph examination (if applicable); the special conditions that are in effect; and the reason the client is unable to pay for the evaluation or polygraph examination. See PD/POP 3.6.9, Sex Offender Treatment and Polygraph Guidelines for more information on subsidized services to include individual sessions. Once approval is obtained from Central office, the officer shall fill out the PMS-34 invoice. A copy of the approval e-mail shall be attached to the PMS-34, when submitting it to the service provider and when submitting the invoice for payment.

Providers shall complete the PMS-34 and attach a copy of the written report in order to receive reimbursement for polygraph or evaluation services. The PMS-34 confirms that an approved evaluation or polygraph examination of a client has been completed and that the officer has received the final written report. The client must sign the PMS-34 for individual sessions.

Specialized Officers shall do the following with the invoice:

1. Once approval for a client's evaluation/individual session or polygraph examination is obtained from Central office, the officer shall indicate what type of services are being completed by checking the appropriate box. The officer shall complete Sections A, B, C and D. In Section B, the date the evaluation or polygraph examination approval was obtained and the name of the person at Central office who gave that approval shall be documented. Approval is necessary in order to monitor that a client receives no more than one evaluation or polygraph examination per year and proper approval is needed for individual sessions. A copy of the approval e-mail shall be attached to the PMS-34. The officer shall sign the form and submit it to his unit supervisor for review and approval.

2. The unit supervisor shall review the invoice for accuracy and completeness. Once approved, the officer shall send the partially completed invoice to the provider, who shall then complete sections F, G, and H.

Providers shall do the following:

1. Complete sections F, G, and H. The amount due is the total amount owed per the PD contract.

2. Once the evaluation or polygraph examination is completed, submit the written report to the supervising officer and attach a copy to the PMS-34, as well as the approval e-mail, in order to receive reimbursement. For individual sessions, the client must sign at the time of the session, and the approval e-mail must be attached to the PMS-34. The service provider shall submit the invoice to:

Specialized Programs
Billing Unit
8610 Shoal Creek Blvd.
Austin, Texas 78757

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
SEX OFFENDER PROGRAM
PERFORMANCE MEASURES WORKSHEET
SEX OFFENDER TREATMENT CONTRACT

Contractor: _____ **Date:** _____

Quarter: ☐ 1st (September–November) ☐ 2nd (December–February) ☐ 3rd (March–May) ☐ 4th (June-August)

Person Providing the information: _____ **Contract Number:** _____

Primary area covered:

1. Who is currently working under the Contract:	2. License Expiration Date	3. CSOT Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		
g.		
h.		

4. All Approved by Specialized Programs ☐ Yes ☐ No - If no, list name(s) in comments

5. Liability insurance current & on record for each person under the Contract ☒ Yes ☐ No – if no, list name(s) in comments

Secondary area covered:

6. What is your maximum group size? _____
7. What is your client intake day and time? _____
8. Are your billing invoices (PMS-41) being submitted by the 5th day of the month following Services?
   ☐ Yes ☐ No ☐ N/A – No subsidized clients in this reporting period
9. Are you still at the same address/location, and with the same contact numbers? ☐ Yes ☐ No, If not please provide update information
10. What assessment tools are you currently utilizing when completing evaluations?

    _____

    _____

11. How many Offenders successfully completed sex offender treatment during this reporting period?

    _____

12. List all group locations and group times to include begin and end times.

    _____

    _____

13. Comments:

    _____

    _____

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PAROLE DIVISION
SEX OFFENDER PROGRAM
PERFORMANCE MEASURES WORKSHEET
SEX OFFENDER TREATMENT CONTRACT
COMPLETION INSTRUCTIONS

Provider Performance Measures shall be submitted to the Texas Department of Criminal Justice Parole Division at the end of each quarter (December 30th, March 30th, June 30th, and September 30th).

Contractor:	Enter the name of the Contractor or company name.
Date:	Enter the date the report is being completed.
Quarter:	Enter the reporting period by checking the appropriate quarter.
Person Providing the information:	Enter the person's name that is providing the information.
Contract Number:	Enter the Contract number.

Primary areas covered:		
1.	**Who is currently working under the Contract:**	Enter all persons who are conducting subsidized treatment under the Contract.
2.	**License Expiration Date:**	Enter the date each person's primary license expires.
3.	**CSOT Expiration Date:**	Enter the date each person's CSOT license expires.
4.	**All Approved by Specialized Programs:**	Mark "Yes" if all persons operating under the Contract have been approved by the Texas Department of Criminal Justice – Specialized Programs. Mark "No" and list the person's name in the comment section if approval has not been given for an examiner.
5.	**Liability insurance & on record:**	Mark "Yes" if all Providers working under the Contract have current liability insurance and a copy has been provided to Contracts and Procurement. Mark "No" and list the person(s) name in the comment section if insurance is not current and/or not on record with Contracts and Procurement.

Secondary area covered:		
6.	**What is your maximum group size?**	Enter the maximum group size of the Provider.
7.	**What is your client intake day and time?**	Enter the Provider's intake day and time. If the Contractor has multiple sites indicate which site the intake day and time is being reported.
8.	**Are your billing invoices (PMS-41) being submitted by the 5th day of the month following services?**	Mark "Yes" if the billing invoices (PMS-41) are submitted by the 5th day of the month. Mark "No" if the billing invoices (PMS-41) are not submitted by the 5th day of the month.
9.	**Are you still at the same address/location, and do you still have the same contact numbers?**	Enter the Provider's current address, telephone, and fax number.
10.	**What assessment tools are you currently utilizing when completing evaluations?**	Enter the type of assessment tools the Provider is utilizing in order to complete evaluations.
11.	**How many Offenders successfully completed sex offender treatment during this reporting period?**	Enter the number of Participants that have successfully completed treatment during this reporting period.
12.	**List all group locations and group times to include begin and end times.**	List all group locations and group times to include begin and end times.
13.	**Comments:**	Enter any additional comments the Provider might have. Additional comments are not required.

☐ **Terminated From Subsidy**
☐ **Notification of Treatment Termination**

Texas Department of Criminal Justice
Parole Division

Sex Offender Treatment
Terminated From Subsidy/Notification of Treatment Termination

To: _____ **Date:** _____

From: _____ **Office:** _____

Re: _____ **TDCJ/SID#:** _____
(Offender's name)

Effective ____/____/_____, the above Offender has been removed from treatment for the following reason:

☐ **Absconded**

☐ **Deceased**

☐ **Discharged**

☐ **In custody, reason:** _____

☐ **Revoked, reason:** _____

☐ **Medically unable to participate**

☐ **Special Condition requiring treatment participation withdrawn**

☐ **Transferred outside the immediate area**

☐ **No longer subsidy eligible, Offender will remain in the program as a self-pay client.**

☐ **Other (specify)** _____

_____

_____

Distribution: Therapist
District File

SP – 0507 (7/1/05)

Texas Department of Criminal Justice
Parole Division

Sex Offender Treatment
Terminated from Subsidy/Notification of Treatment Termination
Instructions

This form will be used to notify the:

1. **Contracted treatment provider when an offender is no longer subsidy eligible; and**
2. **Treatment provider that an offender is no longer able to attend treatment.**

Terminated from Subsidy/Notification of Treatment Termination	Check the appropriate box. If the offender was receiving subsidized treatment and is no longer subsidy eligible, indicate such by checking the Terminated from Subsidy box and the reason the offender is terminated from the subsidy program. Check Notification of Treatment Termination if the offender was a self-pay client and is no longer able to attend treatment.
To:	Enter the treatment provider's name that is providing the service.
From:	Enter the name of the supervising or submitting officer.
Re:	Enter the Offender's name as it appears on the release certificate.
Date:	Enter the date the form is being completed.
Office:	Enter the supervising District Office.
TDCJ#	Enter the Offender's TDCJ or SID# as it appears on the release certificate.
Effective Date:	Enter the date the offender was terminated from treatment and/or the subsidy program.
Reason:	Check the appropriate box as to the reason the offender is being terminated from treatment and/or the subsidy program. If the offender is in custody or revoked, indicate the reason(s). If none apply, enter the reason(s) in the space marked other and specify the reason.
Distribution:	Any time an offender is terminated from treatment and/or subsidy, a copy is given to the treatment provider that was providing the service and a copy is kept in the offender's district file.

Rev. 10/16

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The TDCJ HUB goals are defined as:

- **17.5 percent for heavy construction other than building contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,**
- **36.9 percent for all building construction, including general contractors and operative builders contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

The TDCJ has determined that the HUB Category for this contract falls under the **Commodities Contracts** Category.
The HUB Goal for this category is therefore identified as **21.1 %**.

For assistance in completing the HSP contact:
Sharon Schultz @ 936-437-7026
sharon.schultz@tdcj.texas.gov

SECTION-1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ○ **- Yes** ○ **- No**

c. Requisition #: _____ Bid Open Date: _____ **(mm/dd/yyyy)**

Enter your company's name here: _____ **Requisition #:** _____

SECTION-2 RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements.**"

- ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.
- ***No*** (If ***No***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.

****Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ **Requisition #:** _____

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION-4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d,** you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Rev. 10/16

Enter your company's name here: _____ **Requisition #:** _____

IMPORTANT*:** If you responded "Yes***" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http:/www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in **SECTION A-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification, the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/16

Enter your company's name here: _____ **Requisition #:** _____

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- **Yes** (If ***Yes***, continue to SECTION B-4.)
- **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a**, **b**, **c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf**.**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php..

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 10/16

Enter your company's name here: _____ **Requisition #:** _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification, the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide **written** justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

Rev. 10/16

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____ **State of Texas VID #:** _____

Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Requisition #: _____ **Bid Open Date:** _____ (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ on _____.

Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Rev. 07/27/15

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ **Date of Award:** _____ (mm/dd/yyyy) **Object Code:** _____ (Agency Use Only)

Contracting Agency/University Name: **Texas Department of Criminal Justice**

Contract Administrator Name: _____

Contractor (Company) Name: _____ **State of Texas VID #:** _____

Point of Contact: _____ **Phone #:** _____

Reporting (Month) Period: _____ **Total Amount Paid this Reporting Period to Contractor:** $ _____

Report HUB and Non-HUB subcontractor information

***Note: Texas certified HUB status can be verified on line at: https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**

Subcontractor's Name	*Texas certified HUB? (Yes or No)	Subcontractor's VID or HUB Certificate Number (Required if Texas certified HUB)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
TOTALS:			$	$	$	

Signature: _____ **Title:** _____ **Date:** _____

TRADE ORGANIZATIONS/DEVELOPMENT CENTERS

ORGANIZATION	MAILING ADDRESS	PHONE	FAX	EMAIL
Asian Contractor Association	4201 Ed Bluestein Blvd., Austin, TX 78721	512-926-5400	512-926-5410	asiancontractor@gmail.com
Black Contractors Association – Dallas/Fort Worth	1409 S. Lamar Street, Suite 251, Dallas, TX 75215	214-485-0483	214-485-0467	rwashington@blackcontractors.org
Dallas Black Chamber of Commerce	2838 Martin Luther King Jr. Boulevard, Dallas, TX 75215	214-421-5200	214-421-5510	chum@dbcc.org
DFW Minority Supplier Development Council	8828 N Stemmons Frwy, 5th Floor, Suite 550, Dallas, TX 75247	214-630-0747	214-637-2241	construction@dfwmsdc.com
Dallas Hispanic Chamber of Commerce	4622 Maple Avenue, Suite. 207, Dallas, TX 75219	214-521-6007	214-520-1687	gquezada.gdhcc.com
Del Mar College PTAC, Corpus Christi Black C of C	101 Baldwin Blvd., CED-146, Corpus Christi, TX 78404	361-698-1025	361-698-1024	ptac@delmar.edu
El Paso Hispanic Chamber of Commerce	2401 E. Missouri, El Paso, TX 79903	915-566-4066	915-566-9714	treed@elpasombdacenter.com
Fort Worth Metropolitan Black Chamber of Commerce	1150 South Freeway, Suite 211, Fort Worth, TX 76104	817-871-6538	817-332-6438	bbolden@fwmbcc.org
Golden Triangle Minority Business Council	PO Box 5064, Beaumont, TX 77726-5064	409-962-8530	409-722-5402	hatcher.beverly@gtmbc.com
Greater Asian Chamber of Commerce	8001 Centre Park Dr. Suite 160, Austin, TX 78754	512-407-8240		Exec.Admin@AustinAsianChamber.org
Greater Austin Black Chamber	912 E. 11th Street, Suite A, Austin, TX 78702	512-459-1181	512-459-1183	nmc@austinbcc.org
Greater Houston Business Procurement Forum	17071/2 South Post Oak Blvd., PMB 273, Houston, TX 77056	832-216-2185	713-436-8333	miltonthibodeaux@gmail.com
Hispanic Contractors Association - Houston	7 Parker Road, Houston, TX 77076	832-883-5078		randymagdaleno@yahoo.com
Hispanic Contractors Association –San Antonio	800 Quintana Road. # 333 San Antonio, TX 78211	210-444-1100	210-444-1101	admin@hcadesa.org
Hispanic Contractors Association – Regional	2210 W. Illinois Avenue, Dallas, TX 75224-1636	972-786-0909	972-786-0910	yolanda@regionalhca.org
Houston Hispanic Chamber of Commerce	1801 Main Street, Suite 890, Houston, TX 77002	713-644-7070	713-644-7377	mzarate@houstonhispanicchamber.com
Houston Minority Supplier Development Council	Three Riverway, Suite 555, Houston, TX 77056	713-271-7805	713-271-9770	angela.freeman@hmsdc.org
National Assoc. of Minority Contractors Inc.–Houston	3825 Dacoma St., Houston, TX. 77092	713-843-3791	713-843-3777	info@namctexas.org
San Antonio Hispanic Chamber of Commerce	200 East Grayson, Suite 203, San Antonio, TX 78215	210-225-0462	210-225-2485	poletf@sahcc.org
Southwest Minority Supplier Development Council	912 Bastrop Highway, Suite. 101, Austin, TX 78741	512-386-8766	512-386-8988	smsdc@smsdc.org
Texas Assoc. of African American Chambers of Commerce (TAAACC)	4100 NW Loop 410 Suite 230, San Antonio, TX 78229	512-659-2160		xenia@smsdc.org
	P.O. Box 13064, Austin, TX 78711-3064	512-535-5610		taaacc179@yahoo.com
Texas Assoc. of Historically Underutilized Businesses	7518 Robert Kleburg Lane. Austin, TX 78749	512-468-0113	915-585-7751	rmata@tgsaustin.com
Texas Association of Mexican American Chambers of Commerce (TAMACC)	P.O. Box 41780, Austin, TX 78704	512-444-5727		panton@tamacc.org
Tri-County Black Chamber of Commerce	P.O. Box 88376, Houston, TX 77288	832-875-3977	281-336-0870	procurement@tcbcc.org
U.S. Hispanic Contractors Association de Austin	920 E. Dean Keeton, Austin, TX 78705	512-922-0507		info@ushca-austin.com
U.S. Pan Asian American Chamber of Commerce SW	202 E. Border Street, Suite 144, Arlington, TX 76010	682-367-1393	817-469-9485	gmcdermott@uspaacc-sw.org
Women's Business Council - Southwest	2201 North Collins, Suite 158, Arlington, TX 76011	817-299-0566	817-299-0949	asteele@wbcsouthwest.org
Women's Business Enterprise Alliance (WBEA)	9800 NW Frwy, Suite 120, Houston, TX 77092	713-681-9232	713-681-9242	bids@wbea-texas.org
Women Contractors Association (WCA)	P.O. Box 70966, Houston, TX. 77270	713-807-9977	713-807-9917	director@womencontractors.org

Texas Department of Criminal Justice
Updated – October 2016

Rev. 09/15

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years <u>does not *meet or exceed*</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

***<u>Continuous Contract</u>:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HUB SUBCONTRACTOR LISTING - SEX OFFENDER TREATMENT SERVICES

Company Name	Contact Person	City	Email	Phone	Fax	Business Description
180 RECOVERY COUNSELING CENTER	Glenda Denise White	FORT WORTH	gigi_402001@yahoo.com	817-870-8890		counseling
A 2 Z RECOVERY OUTREACH CENTER	Harman Ford	GARLAND	a2zroc@yahoo.com	903-259-6723	903-259-6782	specializing in the treatment &
A AND J CONSULTING GROUP, LLC	SHITONDA JOHNSON	HOUSTON	ajconsultinggroupllc@consultant.com	713-829-3342	713-401-9001	IN THE FOLLOWING FIELDS;
A HUG AWAY, INC.	Marisa Frazier	KATY	ahugawayhealthcare@yahoo.com	281-594-6837	281-580-1943	home maker and personal
A. CLARE BUIE CHANEY, PHD, LPC	A. Clare B. Chaney, Dr.	DALLAS	chaney@sbcglobal.net	214-906-4869	214-368-1188	Psychotherapy
ABODE TREATMENT INC	MCKINLEY JR.	FORT WORTH	abode76108@yahoo.com	817-246-8677	817-922-9809	TREATMENT
ADAPTALIFE PRODUCTIONS, LLC	Sarah Grant	AUSTIN	om	512-922-2220	512-445-1010	provides Supportive
ADRIENNE ARMSTRONG, MS	Adrienne Armstrong	SPRING	talktoadrienne@gmail.com	281-381-6114	281-596-7264	MARITAL THERAPY.
ADULT, CHILD & FAMILY COUNSELING	DEBBIE MABRAY	KILLEEN	acfccenter01@gmail.com	254-519-1144	254-519-1155	SERVICES;outpatient mental
ADVOCATE FOR ALL, LLC	Sherita Lynch	CEDAR PARK	service@advocateforall.net	512-575-3593		Family and Social Services.
ALLIANCE CHILD & FAMILY SOLUTIONS LLC	Anastasia Taylor	N RICHLAND HILLS	stas.taylor@gmail.com	469-826-1456	817-405-3364	Social Services
ALLIED COUNSELING CENTER & FORENSICS	Joann Ondrovik	PARIS	jondrovik@yahoo.com	903-785-0746	903-785-2982	services, forensic psychology,
ALTATALENT, LLC	Kathryn Kossack	AUSTIN	kate@altatalent.com	512-852-4343		Niche:Managed care
ANOINTED CARING HOMES, INC.	Nicole Wilson	KATY	nwilson@anointedcaringhomes.com	281-861-6500	281-861-6506	Nursing,Dental,Psychological,p
ARETE' MENTAL HEALTH COUNSELING	Albert Hernandez	KILLEEN	seling.com	210-267-8993	210-267-9243	counseling to the Killeen and
AUDREY MUEHE, PH.D., P.C. & ASSOCIATES	Dr. Audrey Muehe	HOUSTON	amuehe@mueheandassociates.com	713-628-6500	713-660-0621	and neuropsychological private
AVAIL SOLUTIONS, INC.	JANIE HARWOOD	CORPUS CHRISTI	jharwood@availsolutionsinc.com	361-808-7901	361-808-7904	COUNSELING, EAP.
AWE-INSPIRING CONSULTANTS, INC	Ebony Shelton	HOUSTON	EShelton@Awe-Inspiringinc.com	281-714-0885	832-209-8011	over a decade of experience
BARBARA ABRAMOWITZ, LPC	BARBARA ABRAMOWITZ	HOUSTON	barbara_abramowitz@hotmail.com	713-461-7599	713-463-6661	family and group therapy; EAP
BEHAVORIAL THERAPY CLINIC	Beatrice Jane Tomlinson	SEGUIN	tomlinson78580@yahoo.com	830-379-1949	830-379-1949	health issues
BETH ANN LARSEN, LCSW	Beth Ann Larsen	WIMBERLEY	larsen8101@gmail.com	512-923-2384		criminal justice and early
BETTY LOU SCHROEDER PHD PC	Dr. Betty Lou Schroeder	SAN ANTONIO	drbls@flash.net	210-828-1573	210-828-1993	Psychologist,Private Practice
BLEST COUNSELING SERVICES	Owner/Myrna Russell	MIDLAND	b.l.e.s.t@live.com	432-557-5759		Resolution Therapist also
BRISTOW CASE MANAGEMENT, LLC	Tiffany Stinson	HOUSTON	tiffany@bristowhealthcare.com	832-258-5213	281-599-9190	services primarily for pregnant
BROWN TREE OF LIFE, LLC	LaNeil Randle	BELLVILLE	lrandle4295@sbcglobal.net	979-661-1209	832-204-3852	Assessment: Educational
BUILDING BRIDGES COUNSELING	David Mora LPC	RICHARDSON	moracounselor@ymail.com	972-898-1318		counseling services to adults.
BUTLER PSYCHOLOGICAL GROUP, PLLC	Eboni Tiana Butler	HOUSTON	m	832-754-7268		PLLC is a full service mental
C.C.I. THERAPY COUNSELING	Olga Flores	BROWNSVILLE	ccitherapy2010@hotmail.com	956-423-1194	866-394-0482	Counseling for Substance
CASTANEDA CONSULTING SERVICES	Guadalupe Castaneda	EL PASO	LUPECASTANEDA@AOL.COM	915-590-9813	915-590-3137	SERVICES, MANAGEMENT
CCD COUNSELING, P.A.,	CINDY JACOBSON	DENTON	cindy@ccdcounseling.com	940-382-5328	940-898-8527	Services
CENTER FOR PSYCHOLOGICAL SERVICES, PLLC	Kimberly Booker	ARLINGTON	kbooker@cfpsonline.com	817-533-0825		Services include counseling,
CENTRO DE MI SALUD, LLC	NORMA WESTURN	DALLAS	NWESTURN@CENTROMISALUD.COM	214-941-0798	214-941-0408	HEALTHCARE SERVICES

CHAPMAN COUNSELING SERVICES	JESSICA CHAPMAN	WICHITA FALLS	Jechapman@sw.rr.com	940-692-6400	940-692-6404	(PSYCOTHERAPY)
CHARLES & COMPANY BEHAVIORAL AND	Phyllis Charles	PORT ARTHUR	pcharles@gt.rr.com	409-718-8319		consulting
CJ TURNER INC., DBA CCRG	CALVIN J. TURNER	AUSTIN	calvin@capcityrehabgroup.com	512-328-2492	512-329-5276	Veteran, 100% minority owned
CONNECTION COUNSELING AND EDUCATION	Joel Campos	WAUTAUGA	cce.counseling@att.net	817-920-9267		abuseindividual and group
COUNSELING CONNECTION DALLAS, PLLC	Darla Seible	DALLAS	com	214-228-5399	214-432-7518	adolescents, individuals, and
COUNSELING INSTITUTE OF GREATER DALLAS	Audrey Williams	OVILLA	audrey@cigd.org	972-268-0987	866-593-6754	counseling services for children,
COVINGTON COUNSELING & ASSOCIATES PLLC	KEYSHIA ASHFORD	HOUSTON	covingtoncounseling@hotmail.com	281-883-8301	281-445-3355	Mental Health counseling
CROW CONSULTATION/TRENDSETTERS 2000+	HAROLD L. CROW	LUBBOCK	trendsettershd@msn.com	806-781-1848	806-783-9037	SOCIAL SERVICES
CRYSTAL MOSCOT, MS, LCDC, LPC	Crystal Moscot	ALICE	hopecounseling361@gmail.com	361-701-7290		Substance abuse.
DAVIS PSYCHOLOGICAL HEALTH & WELLNESS PR	Dr. Regina G. Davis, Ph.D.	SAN ANTONIO	dr.reginagdavis_phd@yahoo.com	210-241-4954		and military PTSD. Provides
DEVOTIONS WELLNESS	Itina J. Guidry	STAFFORD	devotions19@gmail.com	832-276-9238	281-261-8149	No description given.
DONALD L. MOONEY ENTERPRISES, LLC., DBA:	Jennifer Larios Eddy	SAN ANTONIO	jlarios@nursesetc.net	210-566-9995	210-566-1862	LLC is a SDVOSB, MBE, HUB
EAST POINTE HOLDINGS, INC.	Kenneth Hanon	LONGVIEW	khanon@eastpointeholdings.net	903-375-3310	903-295-3518	Health Services to Senior
ELIZABETH ORIOLA-OTENAIKE, PSYD	Dr. Elizabeth Otenaike	FORT WORTH	DoctorLizO@gmail.com	817-422-3181	817-423-7526	Psychological Assessments,
ENDLESS OPPORTUNITIES, INC.	Johnell Fernandez	KATY	jfernandez@endlesscorp.com	832-468-9311	832-831-9185	psychiatric and substance
EXCEL FOR LIFE COACHING LLC	Marthea M. Raney	HOUSTON	marthea@excelforlifecoaching.com	713-667-3311		personal enhancement services
GET2TEN CONSULTING, INC.	Anita Starks	SAN ANTONIO	anita@get2ten.com	210-928-3900	210-255-1767	Vocational Adjustment Training
GLNV, INC.	Gilbert Lopez	WESLACO	contact@mvcfs.com	956-351-5653	956-351-5697	mitigation,Counseling,Family
GREATER HOUSTON COUNSELING	ADRIENNE ARMSTRONG	SPRING	ervices.com	281-381-6114	281-596-7264	BEHAVIORAL HEALTH SERVICES
GULF COAST REHABILITATIVE SERVICES,INC	santos ramirez	CORPUS CHRISTI	gcrs_tx@sbcglobal.net	361-882-1413	361-882-1417	Anger Management, Family
HAMILTON-GUY COUNSELING &	Cheryl Hamilton	DUNCANVILLE	cheryly.hamilton@gmail.com	972-283-6799	877-837-1492	Training Group provides
HEALING HEARTS THERAPEUTIC SERVICES INC	PHILLINA P. LOFTON	HOUSTON	.COM	713-591-9511	281-875-0699	MEDICAL SOCIAL WORKER,
HEALTH RITE MEDICAL AND REHAB CLINIC,	LaRenza Coleman	HOUSTON	NIC.COM	713-339-2273	713-339-1130	SERVICES AND FUNCTIONAL
HELPING OPEN PEOPLES EYES, INC.	Linda Marlin	CLEBURNE	linda@txhopeinc.com	817-558-8807	817-558-6919	Treatment Facility contracting
HICKS COUNSELING SERVICES	Marian B. Hicks	PALESTINE	hicks.marian@yahoo.com	903-723-2451	903-723-2451	SERVICES(COUNSELING)
HOLLIS RUTLEDGE AND ASSOCIATES, INC.	HOLLIS V. RUTLEDGE, JR.	MISSION	hollis@rutledge-associates.com	956-583-0002	956-583-0500	CONSULTING
HP EXECUTIVE SOLUTIONS	Dr. Shanta Proctor	HOUSTON	shanta.proctor@gmail.com	832-510-4737	888-897-8072	providing customized
INAMORATA, LLC	Ruby B Johnson	PLANO	rbjohnson@inamorata.me	469-708-6387		practitioner who provides
INSIGHT PSYCHOLOGY AND BEHAVIORAL	Ronnette Ballard	PFLUGERVILLE	psychologist@insightpbhs.com	512-704-8349		Services
JACOBS LADDER PSYCHOLOGICAL SERVICES	Keisha Holley Johnson	MISSOURI CITY	jacobsladderpsych@yahoo.com	281-512-4734	281-293-8100	psychological services in the
JASMINE KHAN PHD, LPC	Jasmine Khan	WACO	JKhan@Grandecom.net	254-235-6542	254-235-6254	behavioral health counseling,
JESSICA MITCHELL LCDC	Jessica A. Mitchell	TYLER	jacmitchell85@yahoo.com	903-372-5593		Substance abuse psychosocial
KAREN THOMPSON, LPC	Karen D. Thompson	COPPELL	ohsoblessed31@yahoo.com	469-878-0492	214-222-5747	counseling services
KAY COUNSELING SERVICES	Kewana M. Davis	HOUSTON	kdavis@kaycounseling.net	281-447-1922	844-272-6567	Counseling Services: Anger
KHAERON CONSULTING, LLC	DR. EMILIA O'NEILL - BAKER	CORPUS CHRISTI	DREMILIA4CHANGE@GMAIL.COM	361-877-1041		services,individual/marriage &
KIJANA MARTIN	Kijana Martin	IRVING	coach@kijanamartin.com	972-201-4286		promoting self-sufficiency,

KINGHAVEN COUNSELING GROUP INC	CFO/SHEGUN OLAGUNDOYE	HOUSTON	info@kinghavencounseling.com	713-457-4372	713-457-0945	OFFERRED ON-SITE OR HOME,
LASHASTA BELL, LPC-S	LaShasta Bell	LEAGUE CITY	lbell.lpc@gmail.com	281-764-6331	281-764-6327	professional development
LISA JUDGE, PH.D., LCSW,PLLC	Lisa C. Judge	AUSTIN	Lisaclarej@gmail.com	512-467-0655	512-458-4569	SOCIAL WORKER & PROVIDE
LOVE 2 TEACH EDUCATIONAL &	Francis Germany	HOUSTON	love2teachllc@yahoo.com	832-870-5610	832-731-4291	Educational classes Counseling
LOVELL COUNSELING SERVICES, P.C.	Pat Lovell	STEPHENVILLE	lred69@hotmail.com	254-968-4020	254-965-3734	& depression; Couples – marital
LYNDA JOHNSON LPC	LYNDA JOHNSON	DUNCANVILLE		469-600-5056	972-863-3263	Counselor
MARLENE SUMPTER & ASSOCIATES INC.	Marlene Sumpter	SAN ANTONIO	marlene@marlenesumpter.com	361-290-7337		provides workshops & speaking
MAUNEY & ASSOCIATES, LLC	Melissa Mauney	EVANT	mauneyandassociates@centex.net	254-471-5906	254-471-5909	Agency..
MENTAL HEALTH WITH DR RUTH	ruth whitely	GREENVILLE	drruth@mentalhealthwithdrruth.com	903-274-4140	877-310-9115	individual's, couples, and
MENTAL WELLNESS SERVICES, P.C.	Rossell L. Jenkins	HOUSTON	drrjenkins@earthlink.net	281-447-9355	281-447-9356	services including counseling,
METIS GENETICS, LLC	Amanda Elms	RICHARDSON	amanda.elms@metisgenetics.com	214-616-1851		counseling services. We
MONARCH SOLUTION CENTERED COUNSELING	LINDA D. MURPHY	SAN ANTONIO	LPCMURPHY1@GMAIL.COM	210-928-7754	877-669-0372	Substance Abuse Counseling
MORRIS AND SILER CONSULTANTS LLC	Quentella Morris	SAN ANTONIO	quentella_morris@aol.com	210-805-0555	210-338-5605	Play Therapy, Therapy for
MOTIVATIONAL FOUNDATIONS INC.	Darleen Lortz	ARGYLE	mfi4@verizon.net	940-455-2330	940-455-2330	(LPC), SELF-HELP & JOB
MULTICULTURAL RECOVERY CENTER.INC.	Muticultural Recovery Center.Inc.	DALLAS	anasanchez214@gmail.com	214-609-3300	972-212-7364	Addictions services
NEKAYA DUFFEY COUNSELING	Nekaya Duffey	GLENN HEIGHTS	nekayaduffey@yahoo.com	972-741-1346	972-230-2472	Counseling
NICOLAS CARRASCO, PH.D.	Nicolas Carrasco	AUSTIN	dr.nick.carrasco@gmail.com	512-845-7105	512-804-1770	testing
NODYCE GLOBAL LLC	Andre Thomas	EL PASO	andre.thomas@nodycegloballlc.com	410-929-9731	480-247-5289	Government Contracting
OMG COUNSELING	M. Olga Garcia	LITTLE ELM	itsolga@hotmail.com	214-519-1421		Intern
PATRICIA BOONE, LCSW	Patricia Boone	SAN ANTONIO	tboone620@sbcglobal.net	210-805-8330	210-333-1833	counseling.
PATRICIA MARTINEZ DORNER	Patricia Joya Martinez	SAN ANTONIO	pdorner@satx.rr.com	210-341-2070	210-341-2070	foster care, domestic violence
PEGGY BISSING LPC	Peggy Bissing	SPRING BRANCH	peggybissing@yahoo.com	210-286-9334	210-579-6984	Counselor and Licensed
R. WILLIAMS AND ASSOCIATES COUNSELING	Reashelle Williams	CONROE	reashelle@rwacces.com	936-202-2445	936-647-1818	consulting, counseling,
RAYL ENTERPRISES, INC.	Cheryl Rayl	CORINTH	Cheryl@Watchdog-Solutions.org	800-972-2054	214-279-5032	treatment, evaluation, drug
RCA CONSULTING SERVICES, INC.	REGINA ABANATHY	HOUSTON	REGINA.ABANATHY@GMAIL.COM	713-456-9285	866-200-6794	management and research in
RECLAMATION COUNSELING CENTER PC	LUCY HOLDER	VICTORIA	rccpc@suddenlink.net	361-576-3385	361-573-7425	PSYCHOTHERAPY/COUNSELING
RECOVERY COMMUNITIES OF CULTURE	Annie Smith	COPPELL	anniesmith@bewellliving.org	214-513-3063		and Education Classes;
RELAX-N-BREATHE, LLC	Rock Muhammad	HOUSTON	rock@relaxnbreathe.net	888-762-9030		Management and Drug
RENELDA ROBERSON, LPC	RENELDA ROBERSON	MANUEL	drrobersonlpc@AOL.COM	713-642-1500	713-225-5787	Counseling services/therapy
RESOURCE EDUCATION CENTER COMPANY	Leonard Marshall	CYPRESS	resourceedcenter@yahoo.com	281-463-9292	281-463-9295	Abuse
RESTORING PEACE COUNSELING CENTER, LLC	Stephanie M. Johnson	SAN ANTONIO	Stephanie@restoreyourpeace.com	210-998-5628	210-598-7258	counseling, education and
REVES & ASSOCIATES COUNSELING	Tiffany Reves	DENTON	tiffany@r-acounseling.com	940-383-1207		families, and group counseling
SEGNIAN BH SERVICES LLC	Anita Ellen Duke	PALMER	eduke@segnian.com	214-301-2992	800-280-6558	Services
SHARON CRESSEY	Sharon N. Cressey	DALLAS	sncressey@sbcglobal.net	214-426-4435		counseling for men/women
SHARON L. ROGERS, PHD., A PROFESSIONAL	Theresa Bourassa	CORPUS CHRISTI	sharonrogersphd@stx.rr.com	361-882-9010	361-884-2115	employment, criminal justice
SMGETER CONSULTING AND SECURITY SERVICES	SANDRA M. GETER	BEAUMONT	sgeter@gt.rr.com	409-466-7301	866-650-8364	provided curriculum

SOCIAL BUTTERFLY INTERNATIONAL, LLC	Tracy Ballard-Arline	BEAUMONT	tracy_arline@att.net	409-454-2310	409-331-5580	services Transitioning children,
SOCIAL WORKERS AS NEEDED LLC	PATRICIA ROBLES	SAN ANTONIO	S.W.A.N@SBCGLOBAL.NET	210-521-8100	210-764-5541	staffing, individual and group
SOCIAL WORKS ILLUSTRATED	Aprill Harmon	RED OAK	aprillharmon.ah@gmail.com	972-294-7245		counseling, life coaching, life
SOTELO & ASSOCIATES, LLC	Patricia Sotelo	MCALLEN	pat@sotelocoach.com	956-664-2137		ORGANIZATIONAL
SOUTH TEXAS COUNSELING INC	Jeanette Ballesteros	MCALLEN	sotxca@live.com	956-369-7997	805-283-8480	Services for children, adults and
SOUTH TEXAS FAMILY CONNECTIONS	LUPE VALDEZ	CORPUS CHRISTI	OM	361-334-4046		seminars and workshops to
SOUTHWEST COUNSELING SERVICES, P.C.	LARNA BREWER	LEAGUE CITY	lloeckle@verizon.net	281-332-3300	281-332-0039	HEALTH
STANFORD EDUCATIONAL CONSULTANTS	Gale Stanford	HOUSTON	stanfordconsultants@yahoo.com	281-835-3602	281-835-3602	Services/Consulting Christian
STARLITE WILLIAMS COUNSELING AND	Starlite Williams	HOUSTON	starlitejwms@outlook.com	713-576-9365	832-871-5401	Counseling
STERLING PHYSICAL THERAPY &	Sterling L. Carter	SUGAR LAND	sterling@sterlingtherapy.com	281-240-3140	281-605-5075	clinic, Wellness center,
STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	kyoshida@spartnerships.com	512-531-3900	512-531-3990	area of expertise.
SUPPORTIVE ASISTANCE FOR FAMILY	Myrei Edwards Harper	HOUSTON	myrei@safeproject-tx.org	832-244-7428	281-564-1755	consulting, psychotherapy,
T.Y.E. COUNSELING SERVICES	Yarinika M Miller Durham	MISSOURI CITY	yarinika@aol.com	713-705-0216		Behavioral Counseling
TAJ MANAGEMENT, LLC	Varnell Johnson	SAN ANTONIO	vjohnson@tajmanagement.us	210-485-6126	210-679-6653	Consulting, General
TANIA M. LEWIS PROFESSIONAL SERVICES	Tania M. Lewis	FORT WORTH	info@taniamlewis.com	817-528-6710	817-423-7504	Behavioral Health Therapy
THE BEST OPTION, LLC	Helen Bennett-Lopez	SAN ANTONIO	Lopez@thebestoptionsa.com	210-265-1133	210-259-8528	abuse counseling and
THE CENTER FOR CHANGE AND CONFLICT	Nancy T. Watson	BRYAN	cccrtx@gmail.com	979-224-3638	979-774-9850	MATERIALS, BEHAVIOR
THE COUNSELING CENTER	TAMMERA S. BROWN	BRYAN		979-776-0930	979-776-0930	COUNSELING SERVICES
THE EPIPHANY HOUSE LLC	Diane FItzpatrick	HOUSTON	mdcfitzpatrick@yahoo.com	888-426-1116	928-222-7455	and Young Adults. Educational
THE HOPE CENTER	Mary R Pride	AMARILLO	maryrpride@yahoo.com	806-803-9413		abuse promotion and
THE LISTENING RETREAT COUNSELING	Samina Long	ARLINGTON	SaminaLong@thelisteningretreat.com	682-292-8255		professional counseling for
THE ROAD TO RECOVERY	WENDY RICKMAN	DALLAS	wendy@verizon.net	214-503-3764	214-503-3735	SERVICES FOR MENTAL HEALTH
THE TAF GROUP, L.L.C.	LETTA R. DAY	AMARILLO	lrday@amaonline.com	806-356-0404	806-356-0590	COUNSELING SERVICES
THE VICTORIOUS MIND, PLLC	Dr. Rico Mosby	AUSTIN	DrRDMosby@hotmail.com	512-222-9022		services as a licensed
THE WELLNESS ADVOCATES GROUP, PLLC	Jeremy Jones	KINGWOOD	om	832-533-0529		solutions; mental health;
THE WESTFIELD CORPORATION	Michael Phillips	HOUSTON	g	713-528-2008	713-528-2080	company who's specialized in
TIMBERCREEK FAMILY SOCIAL SERVCIES LLC	Owner/JANE L DEARMAN	AMARILLO	Janedearman2330@gmail.com	806-622-9993	806-622-9920	ADOPTION & CHILD
TOTUS COUNSELING GROUP	Obukohwo Uwanogho	SUGAR LAND	obuko.uwanogho@totgr.com	888-681-3002	888-681-3004	Provides Mental Health
WELLSPRING FAMILY & COMMUNITY INSTITUTE	David Jones	HOUSTON	djones.wellspring@gmail.com	281-272-1998	888-467-1878	counseling. Mental health care
WELLSPRING WELLNESS MANIFEST	Donna Armstrong	SAN ANTONIO	wwm_ccc@aol.com	210-607-7125	210-582-2711	coaching, seminars &

Child Safety Zone Certification

Texas Department of Criminal Justice Sex Offender Treatment Location

Facility (or Contractor) Name and Location:

To the best of my knowledge, the above listed facility _____ *is* [or] _____ *is not* located in a child safety zone, designated as any area within 500 feet from premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, swimming pools or video arcades.

In accordance with Health and Safety Code Chapter 481.134, "Premises" means real property and all buildings and appurtenances pertaining to the real property.

_____
Authorized Signature

_____
Name

_____
Title

_____
Date

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(NOTE TO OFFEROR: RESPONSES MUST BE SUBMITTED ON THESE ORIGINAL FORMS, AS THEY BECOME, AND ARE INCORPORATED BY REFERENCE, PART OF THE CONTRACT FOR THE AWARDED CONTRACTOR)

K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

K.1.1 Definition

A. "Historically Underutilized Business" means an entity with its principal place of business in this State that is:

1. A corporation formed for the purpose of making a profit in which fifty-one percent (51%) or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;

2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;

3. A partnership formed for the purpose of making a profit in which fifty-one percent (51%) or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;

4. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or

5. A supplier Contract between a HUB as determined under another paragraph of this subdivision and a prime Offeror under which the HUB is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

B. "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans and Service-Disabled Veterans, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

K.1.2 Representation

The Offeror represents and certifies as part of its proposal that it [ ] is, or [ ] is not, a HUB certified by the Texas Statewide Support Services Division.

K.2 CHILD SUPPORT REPRESENTATION

A. Under the Texas Family Code, Section 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 twenty-five percent (25%) is not ineligible to receive payments from State funds under a Contract to provide property, materials or services.

B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Texas Family Code, Section 231.006.

Check ONE:

_____ Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Texas Family Code, Section 231.006.

_____ Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Texas Family Code, Section 231.006.

If subject to Texas Family Code, Section 231.006, a proposal must include names and social security numbers of each person with at least a twenty-five percent (25%) ownership of the business entity submitting a proposal.

Print Name	SSN	Print Name	SSN
Print Name	SSN	Print Name	SSN

The Offeror certifies that the individual or business entity named in this proposal is not ineligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

K.3 FRANCHISE TAX REPRESENTATION

The Offeror represents and certifies, as part of its proposal that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

K.4 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

A. It operates as [ ] a corporation incorporated under the laws of the State of _____, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization or [ ] a joint venture; or

B. If the Offeror is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in _____ (country).

K.5 PREFERENCE CLAIM

In accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule 20.306, the Offeror shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the proposal show a right to the preference.

K.5.1 Source and Specification Preferences

_____ Products of persons with mental or physical disabilities.
_____ Products made of recycled, remanufactured, or environmental sensitive materials including recycled steel.
_____ Energy efficient products.
_____ Rubberized asphalt paving material.
_____ Recycled motor oil and lubricants.

K.5.2 Tie-Bid Preferences

_____ Goods produced or offered by a Texas Bidder that is owned by a Texas Resident Service Disabled Veteran.*
_____ Goods produced in Texas or offered by a Texas Bidder that is not owned by a Texas Resident Service Disabled Veteran.*
_____ Agricultural products produced or grown in Texas.
_____ Agricultural products or services offered by Texas Bidders.*
_____ Services offered by a Texas Bidder that is owned by a Texas Resident Service Disabled Veteran.*
_____ Services offered by a Texas Bidder that is not owned by a Texas Resident Service Disabled Veteran.*
_____ Texas Vegetation Native to the Region.
_____ USA produced supplies, materials, equipment or agricultural products.

K.5.3 Additional Preferences

_____ Products produced at facilities located on formerly contaminated property.
_____ Products and services from economically depressed or blighted areas.
_____ Vendors that meet or exceed air quality standards.
_____ Recycled or reused computer equipment of other manufacturers.
_____ Foods of higher nutritional value (for consumption in a public cafeteria only).

*By signing this proposal, the Offeror certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in Texas Government Code Section 2155.444(c).

K.6 REPRESENTATIONS OF OFFEROR

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

K.6.1 Organization and Qualification

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

K.6.2 Authorization

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

K.6.4 No Defaults Under Agreements

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

K.6.5 Compliance With Laws

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

K.6.6 No Litigation

A. The Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.

B. The Offeror further certifies that no labor disturbance by the employees of the Offeror exists or is imminent which may be expected to materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

C. Prior to the Department making an award of this Contract, the Department may require Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract.

D. During the term of this Contract, to include extensions hereof, the Offeror shall notify the Department in writing within five (5) Days of the Offeror having received knowledge of any actions, suits or proceedings filed against the Offeror, or any of its employees, or to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:

1. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;

2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract;

3. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract; and

4. The Contractor shall provide in writing, to the Contract Specialist, a report listing litigation identified in the above requirements upon each occurrence.

K.6.7 Taxes

A. The Offeror has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.

B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

K.6.8 Financial Statements

A. The Offeror has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum the following financial information:

1. Audited balance sheet;

2. Statement of income; and

3. Any changes in financial position of the company.

B. This statement fairly presents the financial position of the Offeror at the date shown and the results of its operations for the period covered, and has been prepared in conformity

with GAAP applied on a consistent basis, except as discussed in the notes to the financial statement.

K.6.9 No Adverse Change

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

K.6.10 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as the Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

K.6.11 No Collusion

A. The Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities, which the Offeror engaged to assist it with respect to such response or submission.

B. Neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly **the offer** made to any competitor or any other person engaged in such line of business.

K.6.12 Ethics

K.6.12.1 Conflict of Interest

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of State officers and employees who interact with public purchasers in the conduct of State business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or proposal for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a Person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other State Agencies.

K.6.12.2 Disclosure of Interested Parties

In accordance with Texas Government Code, Section 2252.908, a governmental entity or state agency may not enter into a contract valued at $1 million dollars or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

K.6.12.3 No Gratuities

The Offeror represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

K.6.13 No Compensation

Pursuant to Texas Government Code, Section 2155.004, the Offeror has not received compensation for participation in the preparation of the specifications for this proposal. Under Texas Government Code, Section 2155.004, the Offeror certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

K.6.14 Contracting with Executive Head of State Agency

A. The Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003, relating to contracting with the executive head of a State Agency.

B. If Section 669.003 applies, the Offeror shall complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Date of Employment with Offeror: _____

K.6.15 Limitation on Employment of Former State Officers

The Offeror represents that they are in compliance with Texas Government Code, Section 572.069 relating to employment of a former state officer or employee. A former state officer or employee of the Department who during the period of state service or employment participated on behalf of the Department on a procurement or contract negotiation involving

a business entity may not accept employment from that business entity before the second anniversary of the date the officer's or employee's service or employment with the Department ceased.

K.6.16 Notification

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

K.6.17 Suspension, Debarment and Terrorism

The Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

K.6.18 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005

Pursuant to Texas Government Code, Section 2261.053, a State Agency may not accept a proposal or award a Contract, that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or accessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, Katrina or any other disaster occurring after September 24, 2005. Under Texas Government Code, Section 2261.053, the Contractor certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

K.6.19 Deceptive Trade Practices; Unfair Business Practices

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

K.7 REPRESENTATIONS OF THE DEPARTMENT

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

K.7.1 Authorization

The Department has the requisite power to enter into this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance hereof.

K.7.2 No Violation of Agreements

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

K.7.3 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the Services required under this Contract that would increase the cost to the Offeror of providing such Services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

K.8 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Department in connection with this RFP: (list names, titles and telephone numbers of the authorized negotiators).

_____

_____

_____

K.9 PAYEE IDENTIFICATION NUMBER

The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its Payee Identification Number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification Number.

Payee Identification Number:_____ or

Federal Taxpayer Identification Number: _____.

K.10 POINT OF CONTACT

The Offeror shall provide the name, title, phone number, fax number, address and e-mail address of a point-of-contact for questions concerning the submitted proposal.

Name: _____ Title: _____

Phone Number: (___) _____ Fax Number: (___) _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____

K.11 CERTIFICATION

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Offeror.

The Offeror makes the foregoing Representations and Certifications as part of its proposal.

_____	696-PD-17-P010
Name of Offeror	Solicitation No.
_____	_____
Signature of Authorized Individual	Date

_____

Typed Name of Authorized Individual

Note: The penalty for making false statements shall void the submitted proposal or any resulting Contracts, and the Offeror shall be removed from all bid lists.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 RESERVED FOR FUTURE USE

L.2 AMENDMENTS TO SOLICITATIONS

A. If this solicitation is amended all terms and conditions which are not modified remain unchanged.

B. The Department will post amendment(s) to this Solicitation for downloading in .pdf format via the Texas Electronic State Business Daily (ESBD) at the following address: http://esbd.cpa.state.tx.us/.

C. Offerors shall acknowledge receipt of all amendment(s) to this Solicitation by signing and returning the amendment(s), identifying the amendment number and date in the space provided for this purpose on page 1, block 8 of the Solicitation, Offer and Award form or by letter.

D. The Department shall receive the acknowledgment by the time specified for receipt of the proposals.

E. Failure to acknowledge amendment(s) may subject proposal to rejection.

L.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS

A. Proposals must be time stamped at the office designated in the solicitation on or before the hour and date specified.

B. Any proposal received at the designated location after the exact time specified will not be considered.

C. Proposals cannot be altered, amended or modified by telegram, fax or otherwise after closing date and time.

D. Alterations made before closing date and time should be initialed by the Offeror or its authorized agent.

E. No proposal can be withdrawn after closing date and time without approval by the Department based on an acceptable written reason.

L.4 SIGNATURES ON PROPOSAL SUBMITTED

A. Proposals from a partnership shall be signed in the firm name by at least one general partner or in the firm name by an Attorney-in-fact.

B. If signed by an Attorney-in-fact, there shall be attached to the proposal a Power of Attorney evidencing authority to sign the proposal, dated and executed by all partners in the firm.

C. Proposals from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation.

D. Title of office held by the person signing for the corporation shall appear below the signature of the officer.

E. Proposals from an individual doing business under a firm or fictitious name shall be signed in the name of the individual doing business under the proper firm name.

F. Proposals of the joint venture shall be signed by all members or by a member of the joint venture if there is attached to the proposal a copy of the Joint Venture Agreement evidencing that the proposal is signed by the member who has authority to bind the Joint Venture.

L.5 PROPOSAL ACCEPTANCE PERIOD

A. All proposals will be valid for one hundred fifty (150) Days after the submission date and will constitute an irrevocable proposal to the Department for the one hundred fifty (150) Day period.

B. Such period may be extended beyond the one hundred fifty (150) Day time upon mutual agreement of both parties.

L.6 CONTRACT AWARD

A. The Department will award a Contract(s) resulting from this solicitation to the responsible Offeror(s) whose proposal(s), conforming to this solicitation, will be most advantageous to the Department, cost or price, technical and other factors, specified elsewhere in this solicitation, considered.

B. The Department may (a) reject any or all proposals if such action is in the public interest, (b) accept other than the lowest priced proposal and (c) waive minor informalities and minor irregularities in proposals received.

C. A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the proposal shall result in a binding Contract without further action by either party.

D. The Department reserves the right, at its sole discretion, to make multiple Contract awards from this solicitation. The Department reserves the right to make no awards in the event of inconsistent rates and/or the absence of available competition.

L.7 RIGHTS OF THE DEPARTMENT

A. The Department reserves the right to waive, change, add or delete any terms or conditions of this solicitation.

B. The Department reserves the right to reject any one proposal and/or all proposals or portions of proposals submitted in response to this RFP.

C. The submission of a proposal has the effect of waiving proprietary rights or confidentiality.

D. All proposals become the property of the Department.

E. The Department reserves the right to use for its benefit ideas contained in the proposals submitted.

F. The Department is not liable for any costs or damages that may be incurred by an Offeror(s) or prospective Offeror(s) in the preparation, formulation or presentation of a proposal(s).

G. In case of ambiguity or lack of clarity, the Department may adopt such interpretations as may be advantageous to the Department.

H. The Department may at its discretion request Offerors to make an oral presentation to Department representatives in support of their proposals.

I. Upon review of proposals, the Department may select the Offeror's proposal most advantageous to the Department, in its judgment, with whom to negotiate a final definitive Contract.

J. Such determination shall be solely at the discretion of the Department. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Department or the TBCJ.

K. The Department reserves the right to withdraw this solicitation at any time for any reason.

L. The Department reserves the right to award no Contract and to solicit additional proposals at a later time.

M. The Department incurs no obligation regarding this solicitation unless and until a Contract is fully executed by the parties. However, all proposals received by the Department will remain confidential until the evaluation process is complete.

L.8 PROPOSAL PREPARATION INSTRUCTION

Purpose of Instructions

A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of the Offeror's proposal.

B. Proposals shall be prepared in accordance with these instructions providing all required information in the format specified.

C. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

Submission of Proposals

A. It is the Offeror's responsibility to ensure that the proposal is delivered to the individual and address shown on page 1, block 5 of the Solicitation, Offer and Award form by the deadline.

B. The Offeror must complete and sign all required forms, including all required written material, by the proposal closing date and time.

C. Each package received must be marked with the Department's solicitation number.

D. Each page of the proposal must include the name of the firm or Offeror making the proposal.

E. The Offeror must clearly indicate if any of the information contained in the proposal is confidential or proprietary in nature by applying a legend to the page that indicates confidential or proprietary information is contained on said page. Further, the Offeror must indicate which paragraph contains confidential or proprietary information by inserting the words "confidential/proprietary information" in bold type, enclosed by parentheses at the beginning of the paragraph containing such information.

F. Proposals must be typed or printed on standard letter paper (8-1/2" x 11"), pages numbered, a table of contents included and sections clearly tabbed. If submitting an offer for more than one location, one proposal is requested, with notations where information does not apply universally.

G. Proposals shall be submitted in three (3) volumes as described below.

H. Offerors are to submit each volume in an **unbound original (suitable for photocopying) with four (4) additional bound copies and one (1) "read only" Compact Disc.**

I. Proposals and amendments shall be submitted in sealed envelopes prior to the proposal closing date and time with the solicitation number annotated immediately below the return address on the envelope. Sealed proposals shall be submitted to the address noted on page 1, block 5 of the Solicitation, Offer and Award form. **E-mail and facsimile proposals will not be accepted**.

J. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of the solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, and other similar documents shall not be submitted.

K. **Failure to submit all required documentation by proposal closing date may result in disqualification of the proposal from further consideration.**

L.8.1 Volume One – Business/Technical Proposal

This volume shall include four sections as outlined below. NO PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME.

Volume One, Section 1 – Contract Forms

This section shall contain the following completed Contract sections (on original forms) with original signatures, where applicable:

A. Section A, Solicitation, Offer and Award Form (with amendment(s) noted on this page or signed amendment(s) attached to this form);

B. Section G.2.4, Program Coordinator;

C. Section G.4.B, Payments, remittance address (if not electing to receive direct deposit); and

D. Section K, Representations, Certifications and Other Statements (on original forms).

Volume One, Section 2 – Qualifications, Experience and Past Performance

A. Documentation required by Section C.4.A (CSOT registration).

B. Complete description of background and experience in assessing and treating Sex Offenders, including the number of years' experience working with Sex Offenders and the average number of Sex Offenders served per year, as required in Section C.4.B.

C. Names, addresses, telephone numbers and e-mail addresses of Offeror and all Co-Offerors. Also, identify by name and title, telephone number, facsimile number and e-mail address a contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the Department and providing answers.

D. The name and address of the Offeror's professional liability insurance carrier, along with a statement of liability from the carrier(s) issuing the policies that such policies are available to the Offeror. For the purpose of responding to this solicitation, Offeror will not be required to purchase insurance, but must show the ability to provide such insurance as specified in Section H.1, if the Offeror's proposal is selected.

E. Name, address, telephone number, facsimile number and e-mail address of references with governmental agencies or entities with which the Offeror has had a contract in the two (2) year period immediately preceding the submission of the proposal. The Department reserves the right to contact these agencies for a reference.

F. Financial references to include the name, address, telephone number, facsimile number, e-mail address and point-of-contact of at least two (2) firms to include one (1) reference from Offeror's banking institution and at least one (1) reference from a creditor. Offeror shall furnish a signed document permitting release of financial information to the Department for each financial reference listed.

Volume One, Section 3 – Technical Proposal

In this section the Offeror shall provide a description of the proposed program addressing all requirements in Section C and G.4 of the solicitation and using the same organizational format as Section C. The Offeror shall also identify all exceptions it takes to the technical requirements (Section C) of the solicitation and all deviations for which it requests approval. This section should include, at a minimum, the following:

A. Complete description of evaluation process to be used, as required in Sections C.5.A, C.5.B, C.5.D and C.5.E.

B. Complete description of treatment program, including content, issues, techniques, homework assignments, treatment plan and length of treatment, as required in Sections C.5.F, C.5.G, C.5.H and C.5.U.

C. Complete description of the Offeror's denial policy, as required in Section C.5.Y.

D. Complete description of the Offeror's tardiness policy, as required in Section G.4.2.C.

E. Complete description of proposed location(s) of where Services will be provided with a statement certifying that all non-Department locations are not within a Child Safety Zone (Exhibit J.9).

Volume One, Section 4 – Solicitation Compliance and Exceptions or Deviations

A. In this section Offerors shall indicate compliance with solicitation requirements set forth in Sections D through I. It is not necessary to respond on a paragraph by paragraph basis; for example, if the Offeror agrees to the terms of Sections D through I of the RFP in their entirety, a single statement to that effect will suffice.

If the Offeror does not certify compliance with any of the above listed sections, he/she shall also include in this section any assumptions used in preparing the proposal and any exceptions and/or requested changes. All deviations from the solicitation requirements or terms and conditions shall be fully explained and justified.

L.8.2 Volume Two – Price Proposal

In this volume of the proposal, the Offeror shall include a completed Pricing Schedule (Section B.2) for each proposed treatment location, utilizing the instructions given in Section B.1.2. Financial and cost data may be requested to support the proposed prices.

L.8.3 Volume Three – HUB Subcontracting Plan (HSP)

Offerors are required to submit a HUB Subcontracting Plan (HSP) in accordance with Exhibit J.8. For information on filling out the HSP, please contact Sharon Schultz at (936) 437-7026 or Cynthia Guajardo at (936) 437-7061. Responses that do not include a completed HSP shall be rejected pursuant to Texas Government Code, Section 2161.252(b).

L.9 RESERVED FOR FUTURE USE

L.10 DISCUSSION AND CORRESPONDENCE

A. All communications and questions concerning this solicitation, including any of a technical nature, shall be made in writing to:

Steven Tilley, Contract Specialist
Texas Department of Criminal Justice
Contracts and Procurement Department
Client Services and Governmental Contracts Branch
Two Financial Plaza, Suite 525
Huntsville, Texas 77340
Facsimile: (325) 223-0310
E-mail: steven.tilley@tdcj.texas.gov

B. Questions concerning any technical aspect of the solicitation must be submitted in writing (e-mail and facsimile transmission is acceptable). The Offeror's question(s) shall

only be to clarify specific provisions in this RFP and shall reference the specific section that requires clarification. Written answers to the clarification will then be provided to all parties requesting copies of the solicitation through the Client Services and Governmental Contracts Branch. Offerors should only rely on the written information provided in this manner. Offerors are specifically barred from making contact with any Department personnel involved in this solicitation for the purpose of discussing their proposal.

C. Offerors are reminded that **April 21, 2017 at 5:00 p.m.** is the last day to submit written questions for clarification by the Department. The Offeror is specifically cautioned against relying on any oral information. The responsiveness of each proposal will be evaluated upon the written instructions given in the solicitation and any amendments thereto. Unauthorized contact with the Department personnel could result in the proposal being rejected in its entirety.

D. The Department will post answers to all questions in a form of an amendment, and all amendments to this RFP will be available for downloading in .pdf format via the Texas Electronic State Business Daily (ESBD) at the following address: http://esbd.cpa.state.tx.us/.

L.11 LEGISLATIVE BUDGET BOARD (LBB) POSTINGS

After award of Contract(s), information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552, (the "Texas Public Information Act"). Any part of the solicitation response that is of a proprietary nature must be clearly and prominently marked as such by the Offeror. **For major contracts, the proposal submitted by the awarded Contractor is subject to public access on the Legislative Budget Board's website in accordance with Texas Government Code, Section 322.020. Within five (5) working days of awarded Contractor's receipt of Contract for signature, the awarded Contractor must deliver to the TDCJ Contracts and Procurement Department one (1) CD of its complete proposal, to include clarification responses and negotiated Best and Final Offer. The CD must contain a copy of the awarded Contractor's complete proposal, in searchable pdf format, which has been excised, blacked out, or otherwise redacted information from its complete proposal that the awarded Contractor considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 (this should be a de minimis portion, if any of the Contractor's proposal, such as copyrighted material, proprietary information, social security numbers, deployment plans, shift staffing plans, etc.) The CD shall also contain an appendix for the Contractor's complete proposal which provides a cross reference for the location of all information redacted by the Contractor and a general description of the redacted information. The CD should be entitled "For Public Release: Redacted Version of [Name of awarded Contractor]'s Proposal and Exhibits, Department Solicitation Number 696-PD-17-P010."**

L.12 PRE-PROPOSAL CONFERENCE

A. A Pre-Proposal Conference is scheduled for April 11, 2017 at 10:00 a.m. at the TDCJ Parole Division – Specialized Programs, 8610 Shoal Creek Blvd., Building 7W, Room 102, Austin, Texas 78757.

   All Offerors are required to submit the names of their attendees to the Contract Specialist listed in Section L.10 by 3:00 p.m. on April 10, 2017.

B. If, in the opinion of the Department, local weather conditions preclude safe travel to the Pre-Proposal Conference, the Department reserves the right to reschedule it to another day and time.

   1. If extreme weather conditions are predicted by the National Weather Service on the day of the Pre-Proposal Conference, contact the individual whose name appears in Section L.10 for rescheduling information.

   2. The responsibility of obtaining any cancellation and reschedule information is strictly that of the Offeror.

   3. Attendance is not mandatory, however, the Department will not be held responsible for any information discussed at the Pre-Proposal Conference.

L.13 SUMMARY OF KEY DATES FOR PROPOSAL SUBMISSION

April 11, 2017	10:00 a.m.	Pre-Proposal Conference
April 21, 2017	5:00 p.m.	Last Day to Submit Written Questions for Clarification by the Department
May 5, 2017	3:00 p.m.	Deadline for the Department Receipt of Proposals in Huntsville
September 1, 2017		Service Commencement Date

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 SELECTION PROCESS

A. The Department will assemble an Evaluation Committee to review, evaluate and rank offers. The Evaluation Committee, at its sole option, may choose to validate any aspect of the written offer. No information will be provided about the status of the offers while they are under evaluation.

B. Selection of offer for award will be based on the "Best Value" to the Department. The Department will solely determine the "Best Value" through evaluation of each offer in accordance with Texas Government Code, Title 10, Subchapter B, Section 2155. Once the Department evaluates and deems the offer technically acceptable, the Department reserves the right, at its sole discretion, to award based on cost.

C. At any stage in the process, the Department may request clarification or additional information to assist in determining the qualifications, competence and ability of the Offeror to provide the required Service. The Department reserves the right to accept or reject all or part of any offer, waive minor technicalities and award the Contract to best serve the interest of the State.

D. The Department may select offers within a competitive range with whom to negotiate. The Department may notify in writing any or all Offerors whose offers have been found to be responsive in the detailed evaluation phase.

E. In accordance with Texas Government Code, Sections 2155.074 and 2155.075, vendor performance may be used as a factor in the award.

An Offeror's past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of Texas Government Code, Sections 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Offerors may fail this selection criterion for any of the following conditions:

1. A score of less than an "A" in the Vendor Performance System;

2. Currently under a Corrective Action Plan through the CPA;

3. Having repeated negative Vendor Performance Reports for the same reason; or

4. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at:

https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/.

The Department may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Division 2, Rule 20.208), the Department may examine other sources of vendor performance including, but not limited to, notices of termination, cure

notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the Department, and any negative findings, as determined by the Department, may result in non-award to the Offeror.

M.2 MINIMUM QUALIFICATIONS

The Department has established the following criteria as minimum Contractor (business entity) qualifications to be eligible to submit an offer to this solicitation. Offerors from business entities not meeting these qualifications shall be disqualified from further consideration:

A. The Offeror must possess the ability to obtain the minimum commercial insurance required by this solicitation.

B. The Offeror must possess the ability to commence operations (start-up) without financial assistance from the Department.

M.3 EVALUATION CRITERIA

The following are evaluation criteria. While negotiation of proposals may be held, Offerors are advised to submit their most competitive cost and technical proposals.

M.3.1 Cost (50%)

M.3.2 Technical Plan (40%)

A. Evaluation Process (16%)

B. Treatment Components (15%)

C. Homework Assignments (9%)

M.3.3 Experience (4%)

M.3.4 Past Performance (4%)

M.3.5 Credentials/Qualifications (1%)

M.3.6 Site Suitability (1%)