

TEXAS CIVIL COMMITMENT OFFICE



This contract, number TP-17-0201, is entered into by and between the Texas Civil Commitment Office ("TCCO" or "the Office"), an agency of the State of Texas, and The Edd Clinic for Psychotherapy and Counseling ("Contractor"), a For Profit Organization, (collectively, "the Parties").

1. **Purpose of the Contract.** The Office agrees to purchase, and Contractor agrees to provide, services and/or goods to the eligible populations as described in the Request for Proposals ("RFP") # 537-16-153828, Sex Offender Treatment Services.

2. **Total Amount of the Contract.** The total contract amount shall not exceed twenty thousand dollars (\$20,000) per fiscal year for the life of the contract. The payment method shall be as specified in the RFP.

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

4. **Term of the Contract.** This Contract begins on September 1, 2016 through August 31, 2021. TCCO may, at its sole discretion, renew for two additional (2) two-year terms to extend services for a potential contract period of nine (9) years. Renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor during the contract period. TCCO is not responsible for payment under this Contract before both parties have signed the Contract.

5. **Termination.**

- a. TCCO 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. Such notice may be provided by facsimile or certified mail, return receipt requested.
- b. Contractor shall have the right to terminate this agreement without cause upon one hundred twenty (120) days written notice to TCCO or a sooner mutually agreed upon date. Such notice may be provided by facsimile or certified mail, return receipt requested.
- c. The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

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

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

- a. Core Contract (this document) and any written amendments;
- b. Solicitation Document, Request for Proposals RFP #537-16-153828 Sex Offender Treatment Services, including all appendices and exhibits;
- c. Contractor's Response(s) to the Solicitation Document(s); and
- d. Contractor's Written Clarifications.

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by TCCO and Contractor and incorporated herein. This Contract may be modified within the Contract period by written amendment signed by both parties.

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


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

The Edd Clinic for Psychotherapy and Counseling
11999 Katy Freeway, Suite 385
Houston, Texas 77079
Phone: (281) 558-6231
Vendor ID: 17604895528000

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

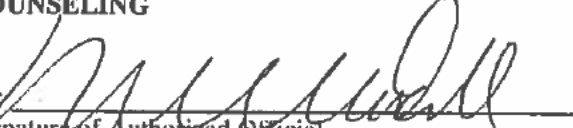
By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named Party.

TEXAS CIVIL COMMITMENT OFFICE

By: 
Signature of Authorized Official
10-1-16
Date

Marsha McLane
Executive Director
Texas Civil Commitment Office
PO Box 149347 - MC 4300
Austin, Texas 78714-9347
512-834-4590
marsha.mclane@tcco.texas.gov

EDD CLINIC FOR PSYCHOTHERAPY AND COUNSELING

By: 
Signature of Authorized Official
9-23-16
Date

Nicholas Edd, Psy.D., LSOCP
Print Name and Title
11999 Katy Freeway, Suite 385
Address
Houston TX. 77079
City, State, Zip
281-558-6231
Telephone
edclinic@yahoo.com
E-mail Address for Official Correspondence