

TEXAS CIVIL COMMITMENT OFFICE



This contract, number TP-17-0204, is entered into by and between the Texas Civil Commitment Office (TCCO) ("the Office"), an agency of the State of Texas, and Psychotherapy Services and Yokefellows, P.C. ("Contractor"), a for Profit/Community Based 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 Notice of Open Enrollment OE #529-17-0096, Sex Offender Treatment Provider Services for Civilly Committed Sex Offenders.

2. **Total Amount of the Contract.** The total amount is \$60,000.00 for the term of the contract, \$3,000 for the remainder of FY 2017, and not to exceed \$12,000.00 per fiscal year thereafter. The payment method shall be as specified in the Open Enrollment Solicitation.

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

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

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

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

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

a. Core Contract (this document);

b. Solicitation Document, Notice of Open Enrollment OE #529-17-0096 Sex Offender Treatment Provider Services, including Forms A through I; and

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c. Contractor's Response(s) to the Solicitation Document(s).

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

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

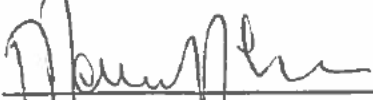
9. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Psychotherapy Services and Yokefellows P.C.
Ezio Leite, Executive Director
301 W. Rosedale
Fort Worth, Texas 76104-4857
Vendor Identification Number: 75-2480839

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
5-24-17
Date

Marsha McLane
Executive Director
Texas Civil Commitment Office
4616 West Howard Lane
Building 2, Suite 350
Austin, Texas 78728

Telephone: 512-341-4421

Email: marsha.mclane@tcco.texas.gov

**Psychotherapy Services and Yokefellows,
P.C.**

By: 
Signature
5-15-2017
Date

Ezio Leite, Exec. Dir
Print Name and Title
301 W. Rosedale St.
Address

Ft Worth, TX 76104
City, State, Zip

(817) 338-4411
Telephone

PSYFW@sbcglobal.net
E-mail Address

