

## TEXAS CIVIL COMMITMENT OFFICE



This contract, number BE-16-0407, is entered into by and between the Texas Civil Commitment Office (TCCO), formerly known as the Office of Violent Sex Offender Management (OVSOM or "the Office"), an agency of the State of Texas, and Christine Kenyon, Psy.D. d/b/a Psychological Assessment & Services, PLLC. ("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 Notice of Open Enrollment OE # 53700-6-0000149483, Clinical Examiner Services.

2. **Total Amount of the Contract.** The total contract amount shall not exceed nine thousand dollars (\$9,000.00) for the remainder of fiscal year 2016 and twenty-five thousand dollars (\$25,000) per fiscal year for the remainder of the contract. 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, 2020. 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 #53700-6-0000149483 Clinical Examiner Services, including Appendices A through I; and
- c. Contractor's Response(s) to the Solicitation Document(s).

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

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

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

**Christine Kenyon, Psy.D.**  
**Psychological Assessment & Services, PLLC.**  
5999 Custer Road, Suite 110  
Frisco, Texas 75035-9304  
Vendor Identification No. 14742679534

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

Date

4/13/14

Marsha McLane

Executive Director  
Texas Civil Commitment Office

PO Box 149347 - MC 4300  
Austin, Texas 78754

512-834-4590

[marsha.mclane@tcco.texas.gov](mailto:marsha.mclane@tcco.texas.gov)

**CHRISTINE KENYON, PSY.D.**  
d/b/a Psychological Assessment & Services, PLLC.

By:   
Signature

Date

4/5/2014

  
Print Name and Title

5999 Custer Rd, Suite 110  
Address

Frisco, Tx 75035  
City, State, Zip

(972) 882-6858  
Telephone

  
E-mail Address for Official Correspondence



**TEXAS CIVIL COMMITMENT OFFICE**

Formerly known as:

**OFFICE OF VIOLENT SEX OFFENDER MANAGEMENT**

**OPEN ENROLLMENT**

**CLINICAL EXAMINER SERVICES FOR  
CIVILLY COMMITTED SEX OFFENDERS**

**OE # HHS0000177**

**Class/Item: 948-76**

**Enrollment Period Opens: 08/14/2015**

**Enrollment Period Closes: 08/31/2020**

## TABLE OF CONTENTS

<b>I. INTRODUCTION AND DEFINITIONS .....</b>	<b>4</b>
A. INTRODUCTION .....	4
B. DEFINITIONS .....	4
<b>II. LIMITATIONS .....</b>	<b>8</b>
<b>III. FUNDING AND TERM.....</b>	<b>8</b>
A. USE OF FUNDS .....	8
B. TERM OF CONTRACT .....	9
C. PERFORMANCE MEASURES.....	9
D. TERMINATION.....	10
<b>IV. ELIGIBLE CONTRACTORS, SCOPE OF WORK AND REQUIRED ACTIVITIES..</b>	<b>10</b>
A. ELIGIBILITY REQUIREMENTS .....	10
B. SCOPE OF WORK .....	122
C. REQUIRED ACTIVITIES .....	13
<b>V. PROGRAM INFORMATION .....</b>	<b>155</b>
A. LEGAL AUTHORITY .....	155
B. PROGRAM REQUIREMENTS .....	15
C. METHOD OF PAYMENT .....	16
<b>VI. PROCUREMENT AND ADMINISTRATIVE REQUIREMENTS.....</b>	<b>18</b>
A. OE POINT OF CONTACT .....	18
B. SUBMISSION .....	189
C. REJECTION OF ENROLLMENT APPLICATIONS .....	19
D. RIGHT TO AMEND OR WITHDRAW OE .....	1919
E. AUTHORITY TO BIND THE TCCO .....	1920
F. EXCEPTIONS .....	1920
G. CONTRACTING WITH SUBCONTRACTORS.....	1920
<b>VII. APPLICATION INSTRUCTIONS AND CRITERIA FOR ACCEPTANCE.....</b>	<b>212</b>
FORM A: FACE PAGE .....	ERROR! BOOKMARK NOT DEFINED.3

FORM B: OPEN ENROLLMENT APPLICATION CHECKLIST.....	267
FORM C: ADDITIONAL CLINICAL EXAMINERS .....	28
FORM D: VENDOR INFORMATION FORM .....	30
FORM E: TEXAS CLINICAL EXAMINER LICENSE .....	32
FORM F: PRICING.....	33
FORM G: CHILD SAFETY ZONE CERTIFICATION .....	34
FORM H: PROFESSIONAL MALPRACTICE INSURANCE POLICY OR ERRORS AND OMISSIONS INSURANCE .....	35
FORM I: RESUME .....	35
VIII. APPENDICES.....	37



**I. INTRODUCTION AND DEFINITIONS**

**A. Introduction**

The State of Texas by and through the Texas Health and Human Services Commission (HHSC) on behalf of the Texas Civil Commitment Office (TCCO), formerly known as the Office of Violent Sex Offender Management (OVSOM) announces this notice of Open Enrollment (OE) to provide clinical examinations for civilly committed sex offenders.

TCCO will utilize a rotation schedule to select OE clinical examiners. A TCCO client identified as requiring a clinical examination will be referred to an approved OE clinical examiner based on the following:

1. Geographic proximity to the client’s residence
2. Examiners’ availability
3. Examiner’s last exam date with the client
4. Past Contractor performance

This OE contains standardized requirements that all applicants must meet to be considered for contracts under this OE. Failure to comply with these requirements will result in disqualification of the applicant without further consideration. Each applicant is solely responsible for the preparation and submission of an enrollment application in accordance with instructions contained in the OE.

The enrollment period begins upon execution, and will remain open through August 31, 2020. TCCO may, at its sole discretion, extend the closing date of this OE. As stated in Section II, the TCCO may also, at its sole discretion, withdraw this OE before the stated date the enrollment period ends.

If web links in this document do not open, copy and paste them into your internet browser window.

**READ ALL MATERIALS BEFORE COMPLETING THIS OE.**

**B. Definitions**

Appendix – Additional information and/or forms that are available in the back of this solicitation document.

Biennial Examination – Clinical examination performed once every two years to determine whether a SVP client’s behavioral abnormality has changed to the extent that the person is no longer likely to engage in a predatory act of sexual violence.

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

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

Clinical Examination – Expert examination based on testing for psychopathy, a clinical interview, and other appropriate assessments and techniques to include static and dynamic risk assessment and review of previous assessments to aid the Office and the court in its assessment. Types of examinations include Biennial, Transition, Court Ordered, and Special.

Contingency Contract – Also called a “contract” in this OE, a written agreement referring to promises or agreements for which the law establishes enforceable duties and remedies between a minimum of two parties. A TCCO contract is assembled using a core contract (base), one or more program attachments, and other required exhibits (general provisions, etc.).

Contract Term – The period of time during which the contract or program attachment will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period.

Court Ordered Examination – Expert examination that focuses on specific factors as ordered by the court. This type of examination shall include a recommendation to assist the court in its determination regarding the client’s civil commitment order.

Days - Calendar days, unless otherwise specified.

Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code Chapter 20, Subchapter C, §20.105 et seq.

Deliverables – Goods or services contracted for delivery or performance.

Due Date – Established deadline for submission of a document or deliverable.

Effective Date – The date the contract term begins.

Fee For Service – Payment mechanism for services that are reimbursed on an agreed rate per unit of service.

Fiscal Year – The duration of the fiscal year (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each

renewal will have its own fiscal year. State fiscal year is from September 1 through August 31 of each year.

Fully Executed – A contract is signed by each of the parties to form a legal binding contractual relationship. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

TCCO - Texas Civil Commitment Office.

TCCO Policies - All written policies, procedures, standards, guidelines, directives, and manuals of the TCCO applicable to providing the services specified under this Contract. TCCO policies are currently under review.

Once current policies and manuals are revised to reflect changes effected by SB 746, they will be made available. Please use the attached link to access SB 746 to determine whether any revisions to the law will impact services solicited through this enrollment.  
<http://www.capitol.state.tx.us/BillLookup/Text.aspx?LegSess=84R&Bill=SB746>

Payment(s) - The amount(s) agreed to be paid by the TCCO to Contractor for services under this Contract.

Procurement and Contracting Services - The division within the Health and Human Services Commission (HHSC) that provides direction and support of purchasing, contracting and HUB services. PCS oversees, coordinates, and assists the TCCO with procurement needs, issues open enrollments and competitive procurements. PCS maintains the official contract file from procurement to contract closeout.

Project – All work to be performed as a result of a contract or solicitation.

Project Manager – The TCCO employee responsible for being the liaison between this contract and PCS. The project manager partners with PCS in the development, management and logistical coordination of a solicitation and the resultant contracts.

Quarter - Unless specifically noted otherwise, references to quarters and quarterly activities relate to the TCCO's Fiscal Year, with quarters beginning September 1, December 1, March 1, and June 1.

Contractor – A person or entity that submits a response to a solicitation. For purposes of this document, “contractor” is intended to include such phrases as “offeror”, “applicant”, “bidder”, “responder”, “Contractor”, or other similar terminology employed by the TCCO to describe the person or entity that responds to a solicitation.

Scope of Work – A description of the services and/or goods, if any, for each service type, to be obtained as a result of this solicitation for a project period. The scope of work is a document written in the early stages of procurement to explain what TCCO plans to purchase.

Services - Delivery by the Contractor of Sex Offender Clinical Examination Services in accordance with the terms and conditions of the Contract.



Sexually Violent Predator (SVP) – is a repeat sexually violent offender that suffers from a behavioral abnormality which makes it likely that he/she would engage in repeated predatory acts of sexual violence.

Special Examination – Expert examination that focuses on specific factors as identified by the TCCO. This type of examination shall be requested by TCCO when a clinical examination is needed to address a specific need that does not meet the criteria set for any of the other types of examinations.

Special Provisions – Modifications and additions to the General Provisions for a funded program activity; which are usually customized for TCCO's requirements and contain provisions specific to the contract.

Statement of Work – A part of the contract that describes the services and/or goods to be delivered by the TCCO Contractor specifying the type, level and quality of service, that directly relate to program objectives.

Subcontractor – A written agreement between the Contractor and a third party to provide all or a specified part of the services, goods, work, and materials required in the original contract. The Contractor remains entirely responsible to the TCCO for performance of all requirements of the contract with the TCCO. The Contractor must closely monitor the subcontractor's performance. Subcontracting can be done only when approved by TCCO.

Supplemental Report – A report to be completed upon request to provide targeted information and a recommendation regarding a specific area of the client's life, condition, behavior and/or need. This type of report builds upon a clinical examination completed by the examiner within a specific time frame and may include a telephonic interview with the client, treatment provider, TCCO case management staff and other collaterals as needed.

Texas Identification Number (TIN) – The TIN is required for an entity requesting to contract with, or to receive payment from, the State of Texas. The TIN components are the prefix, base, and self-check digit. The base is the core nine digits that can be a Comptroller-assigned number (as with State agencies), or the Federal Tax ID Number. The prefix digit is a 1, 3, or a 7 and the self-check digit is computer generated.

Transition Examination – Expert examination that focuses on specific factors including but not limited to the client's compliance with program requirements and progress in treatment (or lack thereof). This type of examination includes a recommendation to assist the Office in the completion of a short and long term plan to address the client's risk and needs.

Unit Rate – Payment mechanism for services that are reimbursed at a set rate per unit of service; for example, treatment services at a prescribed rate per hour. Also known as fee-for-service.

Vendor – A type of Contractor or subcontractor that provides services, and goods, if any, that assist in, but are not the primary means of, carrying out the TCCO-funded

program. Under a vendor contract, the vendor will have few if any administrative requirements. (For example, a vendor might be required only to submit a summary report of services delivered and an invoice.) A vendor generally will deliver services to TCCO-funded clients in the same manner the vendor would deliver those services to its non-TCCO funded clients.

A vendor Contractor generally has most of the following characteristics: a) provides goods and services within normal business operations, b) provides similar goods and services to many different purchasers, c) operates in a competitive environment, d) is not subject to compliance requirements of the federal or state program, e) provides goods and services that are ancillary to the operation of the program. Note: Characteristics a, b, c, and d do not apply to vendor Contractors that are universities.

Vendor Identification Number (Vendor ID No.) – Fourteen-digit number needed for any entity, whether vendor or sub recipient, to contract with the State of Texas and which must be set up with the State Comptroller’s Office. It consists of a ten-digit identification number (IRS number, state agency number, or social security number) +check digit + 3 digit mail code. The Vendor ID No. includes all the numbers in the TINs (defined above), including a three digit mail code for a total of 14-digits.

Year - Fiscal Year, unless otherwise specified.

## **II. LIMITATIONS**

The resulting contract will be subject to the availability of state funds. Contracts awarded under this OE and any anticipated contract renewals are contingent upon the continued availability of funding.

The TCCO reserves the right to alter, amend or withdraw this OE at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, Health and Human services agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract will apply.

Issuance of this OE in no way constitutes a commitment by the TCCO or the State of Texas to execute a contract or to pay any costs incurred by any provider who may submit an enrollment application.

## **III. FUNDING AND TERM**

### **A. Use of Funds**

Contingency contracts will be awarded for the purpose specifically defined in the OE. TCCO will review applications in the order in which they are received. TCCO does not guarantee a minimum amount to be paid to a Contractor pursuant to a contingency contract awarded through this OE.

Contracts will be determined without regard to whether or not contractors have previously had a contract with the TCCO under this program.

**B. Term of Contract**

Contingency contracts awarded under this OE will begin on the date of execution through August 31, 2020. 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 prior contract period.

**C. Performance Measures**

<b>STANDARD</b>	<b>PAYMENT ADJUSTMENT</b>
The Contractor shall provide the clinical examination report to the designated TCCO staff within 60 days of the clinical interview.	Reports received between the 61 <sup>st</sup> and 71 <sup>st</sup> day – 10% reduction in payment per late report. Reports received after the 71 <sup>st</sup> day -25% reductions based on the reduced amount.
Each Contractor/examiner shall maintain a current Texas Psychiatrist or Psychologist License and maintain recognition with the respective licensing board.	Fee of each clinical exam performed without a license or licensing board recognition and suspension of service until such license is renewed.
Each Contractor/examiner shall maintain professional malpractice insurance.	Fee of each clinical exam performed without insurance and suspension of service until such insurance is renewed.

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

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

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

## **D. Termination**

This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract by giving the other Party thirty (30) days written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the thirty (30) days will be calculated from the date of receipt. This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.

Upon termination of all or part of this Contract, TCCO and the Contractor will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

## **IV. ELIGIBLE CONTRACTORS, SCOPE OF WORK AND REQUIRED ACTIVITIES**

### **A. Eligibility Requirements**

Eligible applicants include organizations established as a legal entity under state statutes and have the authority to do business in Texas.

Eligible applicants include psychiatrists or licensed psychologists with the State of Texas who have experience conducting clinical examinations. Applicants with experience in conducting sex offender clinical examinations are preferred. Applicants must adhere to the guidelines as required by the respective licensing board and must comply with the criteria listed below.

1. Applicant must be established as an appropriate legal entity as described in the paragraph above, under state statutes and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the OE.
2. Applicant must have a Texas address. A post office box may be used when the enrollment application is submitted, but the applicant must conduct business at a physical location in Texas prior to the date that the contract is awarded.
3. Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website: <https://www.sam.gov/portal/public/SAM>
4. In compliance with the Comptroller of Public Accounts and Texas Procurement and Support Services rules, a name search will be conducted using the websites listed in this section prior to the development of a contract. Texas Comptroller of Public Accounts (CPA) Debarment List located at [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/)

5. Applicants **must be** listed on the following list if they are Professional Corporations, Professional Associations, Texas Corporations, and/or Texas Limited Partnership Companies. Secretary of State (SOS) at <https://direct.sos.state.tx.us/acct/acct-login.asp>.
6. Applicant must provide a copy of each examiner's current Texas Psychiatrist or Psychologist license and documentation of respective licensing board. The psychiatrist or psychologist examiner license by the respective licensing board shall remain in effect through the contract period and any renewal period.
7. Applicants must provide a copy of a current resume reflecting experience conducting sex offender and other types of clinical examinations.
9. Applicant must maintain professional malpractice insurance in accordance with the current standards established by the provider's applicable professional licensing board. Professional malpractice insurance must be maintained by all examiners during the term of this contract; refer to Form H. The Applicant shall disclose to the TCCO the amount of professional malpractice insurance the examiners maintain and the insurance company with whom they carry the policy. The Applicant shall submit to the TCCO a copy of the declaration page of each examiners "Professional Malpractice Insurance" policy or "Errors and Omissions Insurance" policy.

The Applicant must submit to the TCCO changes to the examiner's policy of professional malpractice insurance including, but not limited to, insurance renewal information or policy expiration or termination information and the reasons for such expiration or termination of the policy.

Except as expressly provided in A2 above, applicant is not considered eligible to apply unless the applicant meets the eligibility requirements to the stated criteria listed above at the time the enrollment application is submitted. Applicant must continue to meet these conditions throughout the selection and funding process. The TCCO expressly reserves the right to review and analyze the documentation submitted and to request additional documentation, and determine the applicant's eligibility to compete for the contract award.

## **B. Scope of Work**

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

The Office requires a qualified clinical examiner, namely a psychiatrist or psychologist to conduct Clinical Examination Services (hereinafter referred to as Services) for civilly committed clients (hereinafter referred to as Clients) which may include the following examinations: Biennial, Transition, Court Ordered and Special. The examiner shall conduct a face to face clinical examination based on testing for psychopathy, a clinical interview, and other appropriate assessments and techniques to include static and dynamic risk assessment and review of previous assessments to aid the Office and the court in its assessment. Upon completion of a clinical examination, the examiner shall be available to provide expert testimony in court as needed.

The TCCO is primarily seeking services in the following counties: Dallas, El Paso, Harris, Lamb, Tarrant and Travis; however, TCCO is seeking statewide services with the majority of examinations to be conducted at the Texas Civil Commitment Center in Littlefield, Texas

The contractor must provide the Services in accordance with applicable federal and state law, including all constitutional, legal, and court ordered requirements whether now in effect or hereinafter implemented. The contractor must comply with the TCCO policies, procedures, and regulations during the term of the contract. The contractor must comply with all applicable local and state standards, codes, and regulations including zoning, fire, health, and sanitation.

Services shall be rendered at the most practical and cost effective site for the delivery of services. When the Client's residential facility or treatment location are the most practical and cost effective sites for delivery of services, those sites are available for Contractors to use for the purpose of providing Services.

In the event the contractor's place of business is determined to be in a Child Safety Zone, the contractor may be required to seek an alternative location subject to the approval by TCCO. If the proposed site has a cost associated with its use, the cost will be the responsibility of the contractor. The contractor must be willing to travel within the State of Texas to conduct clinical examination services.

TCCO shall refer clients for the clinical examination to the Contractor in accordance with TCCO policy. The contractor must schedule the examination within thirty (30) days of the date of referral. The Contractor shall use the documents as listed below to facilitate the completion of a comprehensive clinical examination.

- Offense reports;



- Copies of available social and criminal history documentation of the client;
- Client's order of civil commitment;
- Pre-civil commitment examination;
- Past biennial examinations;
- Risk Assessment - Static 99 or Static 99R, whichever applies;
- Treatment provider intake assessment and progress reports;
- Plethysmograph (PPG) and polygraph examination reports;
- Case manager reports, to include any program violation reports;
- The Offense Summary Worksheet and the Sexual History Questionnaire, if applicable; and
- Any other documents or information deemed pertinent to the examination.

### **C. Required Activities**

The contractor shall accept all referrals made by the TCCO. Contractor must conduct clinical examinations at a location approved by TCCO.

The examiner shall submit a written report to the Office within sixty (60) days of the clinical interview. The report shall include:

Client's name; State Identification (SID) number; date of evaluation; methods of testing; analysis of test data; description of sex history; background history including birth/development; family/marital history, to include any information obtained from family members; education history; work history; military history; behavior or treatment records, including any information obtained from treatment providers or collateral contacts such as polygraph and plethysmograph examiners; substance abuse history; legal history; other medical history; psychiatric history; current psychiatric symptoms; mental status examinations; any diagnosis of mental illness deemed appropriate as per the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V); and a determination of whether the Client's Behavior Abnormality has changed to the extent that the Client is no longer likely to engage in a predatory Act of sexual violence; the clinical examiner's signature; typed name of the examiner; and the title of the examiner.

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

- Fails to attend an examination session;
- Displays disruptive behavior;
- Refuses to submit to evaluation
- Manifests signs of re-offending; or
- Prompts concerns of Client or community safety and welfare.

The contractor must ensure the examination location site is not within a Child Safety Zone; refer to Form G.

The contractor must obtain approval from the TCCO for each exam, prior to performing Services for the TCCO clients.

The contractor should have a working knowledge and understanding of the current statute governing the sex offender civil commitment program.

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

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

The contractor must maintain his/her own transportation, auto liability insurance, cell phone, and a computer with internet access using Internet Explorer.

The contractor shall coordinate the date and time of the clinical interview with designated TCCO staff.

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

Any re-examinations require the approval of the TCCO prior to performing the service.

### **Security of Records and Disclosure of Information**

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

- The confidentiality of client records is not compromised.
- Unauthorized access to client records is not allowed and no information is disclosed to any third party without written authorization from the TCCO.

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

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

The Contractor shall notify the TCCO immediately upon receipt of a subpoena to submit an affidavit and/or appear and provide testimony in any legal proceedings convened by a court of competent jurisdiction. The Contractor shall provide the TCCO notification and a copy of any subpoena served. Affidavits and/or Contractor court appearances shall be coordinated with the TCCO. Failure to comply with notification

and coordination requirements may result in non-payment of any services performed in response to any subpoena served.

## **V. PROGRAM INFORMATION**

### **A. Legal Authority**

The TCCO is authorized to enter into contracts through Texas Health and Safety Code Chapter 841.

### **B. Program Requirements**

Contractors are required to conduct Services in accordance with federal and state laws prohibiting discrimination. Guidance for adhering to non-discrimination requirements can be found on the *Health and Human Services Commission (HHSC) Civil Rights Office* website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/laws-policies.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/laws-policies.shtml)

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

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

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

### **Inspections and Acceptance of Service**

The TCCO has the right to inspect and test all services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The TCCO shall perform inspections in a manner that will not unduly interfere with the Contractor's performance of services. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable assistance for the safe and convenient performance of these duties.

From time to time the TCCO 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 Contractor, including without limitation, all financial books and records, maintenance records, employee records, and offender records generated by the Contractor and its subcontractors in connection with performance of this Contract. 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 money is owed to the TCCO by the Contractor, then the TCCO may exercise its rights of recovery of money owed as authorized in this Contract.

If any of the services are non-compliant with the contract requirements, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) day period to file a written response to all such items of non-compliance. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the TCCO, no further action regarding such items shall be taken. If an item of non-compliance cannot be resolved between the Contractor and the TCCO, and such item remains uncorrected for a period of twenty (20) days or longer after written notification to the Contractor, then such item may be declared to be an Event of Default.

### **C. Method of Payment**

#### **Contract Amount**

TCCO will pay for services in accordance with Form F. In consideration of the services required by this contract, TCCO hereby agrees to pay to Contractor a maximum fee not to exceed Fifty Thousand Dollars (\$50,000) per state fiscal year (September through August). TCCO does not guarantee any minimum number of clinical examination assignments or amount of compensation under this Contract.

#### **Reimbursable Expenses**

Contractor may be required to travel outside of their base county to complete assigned clinical examinations. TCCO shall compensate Contractors for authorized travel expenses, when traveling outside of their base county, at the state rates in effect at the time of travel and in accordance with the Texas Comptroller of Public Accounts guidelines at <https://fmx.cpa.state.tx.us/fmx/travel/index.php>.

Reimbursements for travel shall be per trip and not per client receiving services.

#### **Additional Services**

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

The TCCO will make every effort to notify the Contractor of examination cancellations in a timely manner. In the event the client fails to appear for an appointment, the TCCO will reimburse the Contractor for allowable travel expenses incurred.

In the event the client refuses to submit to an evaluation, the TCCO will compensate the Contractor for travel expenses incurred and a fee for a written report (see Form F – Refusal with Written Report). Written reports addressed in this section are subject to the requirements as outlined in Section B, Scope of Work, based on availability of information.

The Contractor shall complete a supplemental report with respective recommendation upon request by the TCCO. Supplemental reports shall provide targeted information and a recommendation regarding a specific area of the client's life, condition, behavior and/or need. The Contractor shall build upon the most recent face to face clinical examination conducted on the client to complete the supplemental report and may incorporate telephonic interviews with the client, treatment provider, TCCO case management staff and other collaterals as needed.

Services addressed in this section shall be compensated as follows:

- Affidavit: \$150.00 (Per Affidavit)
- Court Appearance/Testimony: \$150.00 (Hourly Rate)
- Cancellations: Travel reimbursement
- Refusals with written report: \$800.00
- Supplemental Report: \$600.00

### **Payments and Invoices for Clinical Examination Services**

The Contractor must submit a properly completed invoice and supporting documentation that meets the requirements of the TCCO and as set forth in the State Comptroller's Vendor Guide ([www.window.state.tx.us/procurement/pub/vendor\\_guide.pdf](http://www.window.state.tx.us/procurement/pub/vendor_guide.pdf)). Invoices must be submitted to the TCCO within 60-days after the clinical interview. The TCCO shall not pay an invoice if a report has not been completed, submitted and received. Payment will be made after all services are rendered, required reports have been received and accurate and complete invoices have been received.

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

Invoices must contain, at a minimum: the contract number, the Contractor name, address, telephone number and email, the client's name, the amount billed for the service, date of the examination and type of examination e.g., biennial, special, transition, court ordered, etc. All invoices shall be sent to:

The Texas Civil Commitment Office  
Mail Code 4300  
P.O. Box 149347  
Austin, Texas 78714-9347

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

The Texas Civil Commitment Office  
Mail Code 4300  
P.O. Box 149347  
Austin, Texas 78714-9347

## **VI. PROCUREMENT AND ADMINISTRATIVE REQUIREMENTS**

### **A. OE Point of Contact**

Questions concerning this OE, contact the individual below. All communications concerning this OE must be submitted by email to:

Michelle Bias  
Special Projects Coordinator  
Phone: (512) 341-4421  
Fax: (512) 341-4645  
Michelle.Bias@tcco.texas.gov

Other employees and representatives of the TCCO are not permitted to answer questions or otherwise discuss the contents of the OE with any potential contractors or their representatives. Failure to observe this restriction may result in disqualification of this or other subsequent enrollment applications. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this OE.

### **Amendments:**

TCCO will post all official communication regarding this enrollment on the HHS Opportunities Page. TCCO reserves the right to revise the enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addendum issued by TCCO on the HHS Opportunities Page.

### **B. Submission**

The completed enrollment application, which includes all forms, must be submitted to the physical address specified below. Emailed applications will be acceptable.

Health and Human Services Commission  
ATTN: Bid Coordinator  
OE: Clinical Examiner Services  
HHS0000177  
1100 W 49th Street  
Mail Code 2020



### **C. Rejection of Enrollment Applications**

1. The TCCO reserves the right to reject any or all enrollment applications and is not liable for any costs incurred by the applicant in the development or submission of the enrollment application.
2. Any attempt by an employee, officer, or agent of the contractor to influence the outcome of the TCCO's review through contact with any Board Member or staff member of the TCCO will result in rejection of the enrollment application.
3. Any material misrepresentation in an enrollment application submitted to the TCCO will result in rejection of the enrollment application.
4. Enrollment applications may be rejected for failure to meet eligibility criteria or inability to perform required activities.

### **D. Right to Amend or Withdraw OE**

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

### **E. Authority to Bind the TCCO**

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

### **F. Exceptions**

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

### **G. Contracting with Subcontractors**

The Contractor may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract. No subcontract may be entered into unless the TCCO provides prior written approval, which approval may not be unreasonably withheld. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized TCCO representative.

The Contractor shall submit a written request with supporting documentation for approval, by the TCCO as soon as possible. The Contractor shall furnish to the TCCO copies of all subcontracts, without regard to amount of annual payments. Any arrangement by the Contractor with an affiliate or member company to provide services shall be subject to the subcontractor provisions of this Section. No contractual relationship shall exist between the TCCO and any subcontractor and the TCCO shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor. The Contractor shall be responsible for the management of the subcontractors in the performance of their work. A subcontractor shall not be included in contract awards, renewals, audit or any other discussions except at the request of the TCCO.

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

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

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

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

## VII. APPLICATION INSTRUCTIONS AND CRITERIA FOR ACCEPTANCE

The following application documents are required:

FORM A: Face Page

FORM B: Open Enrollment Application Checklist

FORM C: Additional Clinical Examiners

FORM D: Vendor Information Form

FORM E: Copy of the current psychiatrist or psychologist License;

FORM F: Pricing

FORM G: Child Safety Zone Certification

FORM H: Copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance

Applicant must submit all documents required in this OE. An application must be complete to be considered.

The TCCO expressly reserves the right to review and analyze the documentation submitted and determine the applicant's eligibility to provide services.

Application Preparation and Assembly.

Submit an electronic version of the application either via email or on a USB flash drive if mailing or hand delivery. A complete application consists of responses to all required forms and information listed on FORM B, Open Enrollment Application Checklist.

Place the Application Face Page (FORM A) at the front of the application packet followed by Open Enrollment Application Checklist (FORM B). Beginning with the Application Face Page, number every page of the application consecutively, in the lower right corner.

Upon receipt, the application will be screened for completeness and accuracy and reviewed. Applicants that meet the eligibility requirements and submit the signed and completed forms included in this OE will pass the evaluation.

After the application and contract is signed by both parties, an executed copy of the contract will be mailed to the applicant.