

## TEXAS CIVIL COMMITMENT OFFICE



This contract, number BE-16-0405, 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 Stephen A. Thorne, Ph.D., 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 \$25,000.00 per fiscal year, and the payment method shall be as specified in the Open Enrollment Solicitation.

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

4. **Term of the Contract.** This Contract begins on the date of execution through August 31, 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:

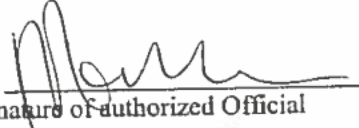
Stephen A. Thorne, Ph.D., PLLC.

Vendor Identification Number: [REDACTED]

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

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)

STEPHEN A. THORNE, Ph.D., PLLC.

By:   
Signature

Date

10-01-15  
Stephen A. Thorne, Ph.D.  
Print Name and Title

E-mail Address for Official Correspondence