



**COUNTY OF EL PASO**  
800 E. Overland, Suite 300  
El Paso, Texas 79901  
(915) 546-2048 (915) 546-8180 Fax

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### **Notice to Interested Parties**

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, December 8, 2010** to be opened at the County Purchasing Office the same date for **FUNCTIONAL FAMILY THERAPY FOR JUVENILE PROBATION DEPARTMENT**.

**Proposals must be in a sealed envelope and marked:**

**"Proposals to be opened December 8, 2010**

**FUNCTIONAL FAMILY THERAPY FOR JUVENILE PROBATION DEPARTMENT**  
**RFP Number 10-086"**

**Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, November 30, 2010, at 12:00 p.m. Questions can be faxed to (915)-546-8180.**

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

If the proposal totals more than \$100,000.00, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The certified cashiers check must be included with the proposal at the time of the opening.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein. Vendors submitting a no proposal must submit their reason in writing to the El Paso County Purchasing Department.

**PITI VASQUEZ**  
County Purchasing Agent

# PROPOSAL SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

<b>Description – RFP # 10-086</b> <b>FUNCTIONAL FAMILY THERAPY FOR JUVENILE PROBATION DEPARTMENT</b> Vendor must meet or exceed specifications
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. <b>Please submit one (1) original copy and four (4) copies of your bid.</b>

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Federal Tax Identification No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
CIQ Confirmation Number

\_\_\_\_\_  
CIQ Sent Date

\_\_\_\_\_  
Representative Name & Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**\*\*\*THIS MUST BE THE FIRST PAGE ON ALL BIDS\*\*\***

**FUNCTIONAL FAMILY THERAPY  
FOR JUVENILE PROBATION  
DEPARTMENT**

**RFP #10-086**



**Opening Date  
Wednesday, December 8, 2010**

# THE JUVENILE PROBATION DEPARTMENT REQUEST FOR PROPOSAL

## I. FUNCTIONAL FAMILY THERAPY (FFT)

### BACKGROUND

The El Paso County Juvenile Probation Department was established in 1950 in an effort to address delinquency issues involving youthful offenders. The Juvenile Probation Department provides diversion and supervision services for youth referred for delinquent conduct ages 10-16. Services and supervision is afforded to both pre and post adjudicated youth in order to assist youth in avoiding delinquent behaviors while providing protection to the public by promoting the concept of consequences for aberrant conduct as well as treatment, training and rehabilitation that emphasizes accountability and responsibility to both parents/caregivers and their children. Services and supervision strategies are intended to address identified risk factors while capitalizing on the youth and families' strengths. A wraparound and holistic approach to service coordination is a core concept the Department adheres to through its collaborations with community organizations, schools, law enforcement and social service agencies. The Department averages approximately 3,000 referrals per year with an average annual adjudication rate of approximately 800 youthful offenders. The Juvenile Probation Department is comprised of five units that provide oversight, supervision and services to youthful offenders:

**Detention:** Provides temporary and safe custody of male and female juveniles who require a restrictive environment for their own and/or the community's protection while pending legal action. The Juvenile Detention Center has the capacity to secure 62 juvenile offenders and is comprised of 84 Juvenile Supervision Officers that are trained and certified through the State of Texas. Youth detained receive educational, recreational, nutritional and health services as well as counseling services when deemed necessary.

**Intake:** The intake unit accepts and processes incoming referrals from all law enforcement agencies within El Paso County for juveniles alleged to have committed an offense. The intake unit is responsible for reviewing police reports to establish jurisdiction and probable cause. Initial screening and assessments for services is also conducted in order to make recommendations to the Court regarding releasing or detaining a youth as well as to make recommendations regarding the need for further court interventions or to divert youth from the juvenile justice system.

Programs under the Intake Unit include:

1. Juvenile Court Conference Committees (JCCC) - JCCC is a diversion program that allows a juvenile to face consequences for his or her actions without the need of a formal court procedure. Participation in JCCC is voluntary, does not

exceed six months, community based volunteers mentor and assist the youthful offender in addressing identified risk factors. Upon completion of the program the juvenile's case is closed with no further action.

2. Deferred Prosecution Program (DPP) - DPP is a diversion program that affords consequences for delinquent conduct without the need for formal court proceedings. The DPP program is voluntary; does not exceed six months, provides accountability to the juvenile while taking into account the interest of victims and society. Youth placed in DPP are linked to community agencies, are afforded minimum supervision, are engaged in community projects and are referred for services to address risk factors. Upon successful completion of the program pending charges are dismissed

**Probation Services:** The Probation Services Unit is responsible for conducting investigations regarding juvenile offenders and their family, making recommendations to the courts regarding services and levels of supervision as well as monitoring and supervising children ordered and placed on different levels of probation and/or detained pending further legal action.

Supervision Levels:

1. Level III - Supervised probation, requires the probation officer to have frequent contact with the juvenile and sometimes imposes a curfew from 5:00 p.m. to 7:00 a.m. Court order may require the juvenile to participate in community service projects or attend counseling services.
  2. Level IV- Intensive Supervised Probation (I.S.P.). Probation officer constantly monitor's juvenile's compliance with probationary guidelines. It provides intensified services as an alternative to removing juvenile offenders from the home/community.
- A) ISP- Most youths in the ISP programs are at a *progressive sanction level 4*, and most would be placed out of the home or in a residential placement facility or be committed to the care, custody and control of the Texas Youth Commission. The program requires strict and frequent reporting and most judgments include additional rehabilitative services to include but not limited to: intensive in home counseling services, outpatient substance abuse services, anger resolution classes, cognitive skills and development classes, community service, restitution and curfew restrictions. The program is geared towards addressing the juvenile's high risks and needs while providing for the public's safety. The ISP program also oversees the supervision of youth adjudicated of reportable sex offenses. Youth adjudicated for reportable sex offenses are provided with intensive supervision as well as intensive out-patient therapeutic services by a Licensed Sex Offender Treatment Provider to address issues of delinquency as well as a sexual behavior issues.

B) Serious Habitual Offenders Comprehensive Action Program (SHOCAP)- SHOCAP is a level IV program that provides intensive supervision to juvenile offenders that have been identified as high risk youths, with a family history of engaging in criminal activities and/or have an extensive referral history along with gang involvement. SHOCAP is intended to address family risk factors by working in collaboration with local law enforcement. It involves a cooperative effort between the El Paso Police Department, the El Paso Sheriff's Department and the Juvenile Probation Department in which home and field visits are conducted jointly and/or separately by officers of each department. SHOCAP is comprised of four phases. Youth that are court ordered under SHOCAP are subject to monthly judicial reviews to ensure compliance with court ordered conditions.

**Aftercare:** Aftercare services are initiated once a child has been removed from the home and court ordered into placement. Community based services are afforded for families while the juvenile is in an Out-of Home placement. Aftercare services are designed to facilitate a child's transition back into the home and community. Aftercare services are designed to be a collaborative effort between the placement facility and aftercare staff that work jointly on ensuring that the identified treatment and services needs of juvenile and his/her family members are met during and after placement. Aftercare officers and case managers ensure frequent contact is maintained with the juvenile and his/her family. Aftercare officers also ensure that necessary referrals and community linkages occur in order to facilitate the juvenile's return to the home and/or aid in the rehabilitation process.

**Samuel F. Santana Challenge Academy:** The Challenge Academy is a military styled secure post adjudication facility licensed by the State of Texas as a support residential substance abuse program that incorporates education and counseling to address identified needs. The Challenge Academy is designed to work with high risk offenders in need of a strict and structured environment. The Challenge Academy is intended to be a last chance alternative to a juvenile being committed to the Texas Youth Commission (TYC). Upon completion of the Challenge Academy youth and their families received services through Project EXITO. Project EXITO is a transitional program developed to aid the graduates of the Challenge Academy transition back into the community as productive citizens. The primary objective is to divert Challenge Academy graduates from re-entering the Juvenile System through the use of local contacts and agencies.

In an effort to reduce recidivism, promote long term behavioral changes and reduce the likelihood of removing youthful offenders from the home and community as well as to serve as a diversion from committing youth to the Texas Youth Commission (TYC) the El Paso County Juvenile Probation Department would like to implement in home and/or community based services in the youthful offenders natural environments that will aid in the rehabilitation process as well as address delinquency issues that are coupled with mental illness, including co-occurring addictive disorders, developmental disabilities, and/or behavioral health issues.

**Purpose:** To solicit proposals from qualified vendors to provide Functional Family Therapy Services to the El Paso County Juvenile Probation Department. Functional Family Therapy (FFT) is a family based prevention and intervention program for dysfunctional youths ages 11-18 that has been applied successfully in a variety of multi-ethnic, multicultural contexts to treat a range of high-risk youths and their families. It integrates several elements (established clinical theory, empirically supported principles, and extensive clinical experience) into a clear and comprehensive clinical model. The FFT model allows for successful intervention in complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. The model includes specific phases: engagement/motivation, behavior change, and generalization. Engagement and motivation are achieved through decreasing the intense negativity often characteristic of high-risk families. The behavior change phase aims to reduce and eliminate the problem behaviors and accompanying family relational patterns through individualized behavior change interventions (skill training in family communication, parenting, problem-solving, and conflict management). The goal of the generalization phase is to increase the family's capacity to adequately use multi-systemic community resources and to engage in relapse prevention.

FFT ranges from an average of 8 to 12 one-hour sessions for mild cases and incorporates up to 30 sessions of direct service for families in more difficult situations. Sessions are generally spread over a 3-month period and can be conducted in clinical settings as an outpatient therapy and as a home-based model.

FFT services will be provided to high risk and/or high needs juvenile offenders that have been adjudicated a delinquent child in accordance with Title III of the Texas Family Code. Services shall be provided to youth 11-17 years old that have antisocial or delinquent tendencies and/or chaotic home environments as well as involvement with the juvenile justice system, placing them at greater risk of removal. Juvenile offenders may have substance abuse issues and/or mental and/or behavioral health issues. Services will be provided to youth and families referred by the Juvenile Probation Department. The primary purpose of services should be to decrease the youth's criminal and/or delinquent behaviors to avoid out of home placement and/or commitment to the Texas Youth Commission as well as reduce rates of recidivism. Therapeutic services must include an integration of empirically based treatment approaches to address a variety of risk factors across family, peer, educational and community contexts. Services and therapeutic modalities shall promote long term behavioral changes in the youth and family within the youth's natural environment as well as promote empowerment and self sufficiency of the youth and family. Quality assurance mechanisms for achieving outcomes and maintaining treatment fidelity as well as the identification of strategies that will be utilized for overcoming barriers to long term behavioral changes must be incorporated into the services design.

Therapeutic services shall be applied that will reduce the repeated involvement with the juvenile justice system and mitigate other issues such as school failures, mental, emotional and/or behavioral health issues as well as peer and family issues. Services should focus on intervention that will enhance psychosocial skills development, reduce or stabilize symptoms, decrease functional impairments and build resiliency in the youth and family. Services should also incorporate parenting skills and child behavior management strategies as well as facilitate appropriate linkages to natural and community resources and supports. Services shall be performed in the child/family's language of literacy and incorporate a process to identify the youth's and/or family's strengths, needs, level of functioning, and recommended services to assist the youth and/or family in meeting therapeutic goals as well as conditions of probation and/or court mandates.

**A. Scope of Work:** The family unit serves as the primary social unit during a child's formative years. It serves as the primary and in some instances the only source of emotional support, morale guidance, self esteem, educational opportunities and physical support. When a family fails to meet the aforementioned needs and responsibilities, family dysfunction may prevail. A family history that involves violence, poor social attitudes, limited supervision, poor disciplinary skills, drug use, disorganization, isolation, economic difficulties and/or criminal histories may influence and/or predict delinquent and/or antisocial behaviors in youth. Therapeutic services provided shall be tailored around the assumption that delinquent contact and/or antisocial behaviors are linked to characteristics of the youth and his/her family system, peer group, and/or community networks. Interventions shall be aimed at identifying and addressing risk factors by building on the youth's and family's strengths (protective factors). Treatment plans and therapeutic interventions shall be individualized to meet each family's unique needs. Services shall be designed to improve the caregiver's ability to discipline, communicate and enhance family relations as well as to decrease the youth's association/interactions as well as increase the family unit's ability to become self supportive and access appropriate community resources in an effort to decrease dependency on the juvenile justice system. Services shall also decrease the youth's interaction and associations with negative peers; increase/enhance academic and/or vocational skills and performance, while assisting the youth and family in accessing and engaging in pro-social activities. Services and interventions must also be designed to develop and maintain an indigenous support network that includes but is not limited to the immediate and extended family, neighbors, friends, community agencies and resources. FFT is an outcome driven program for youth with maladaptive and/or acting out behaviors that are at greater risk of delinquency, violence, substance abuse or disruptive behaviors. Services are intensive but short term in nature and range from eight (8)- thirty (30) hours. Therapists must be specifically trained in the FFT Model of Therapy and be available seven (7) days a week, 24 hours a day as needed by the family. FFT is a model program developed and found as part of the Blueprint for Violence Prevention.

1. **Comprehensive Assessment:** Vendor shall complete and provide a comprehensive assessment that includes the youth and family's present life situation, strengths and needs as well as identify any history of traumatic brain injuries the youth may have sustained. The assessment should be conducted in collaboration with family members and document problems throughout the family and extra-familial systems (i.e. peers, school, neighborhood, etc.). The assessment shall act as a guide for the development of a treatment plan and identification of recommended services.
2. **Treatment Plan:** Vendor shall develop a comprehensive treatment plan that identifies the youth's and/or family's strength and needs. The plan must be goal oriented and specify treatment that targets specific factors in the youth's natural environments that may be contributing to his/her delinquent conduct and/or antisocial behaviors. The treatment plan must be designed in collaboration with the youth, family members, key participants and stakeholders. Goals developed shall be objective and measurable, designed to empower the youth and family into building a more productive environment and provide instruction in ways to prevent the recurrence of delinquent behaviors and other family conflicts while setting up resources and skills to maintain on going progress. Goals and objectives shall be measurable and functionally defined towards recovery and/or rehabilitative outcomes. Treatment plan must be typed and signed by the provider, youth and parent/guardian.
3. **Service Log:** Service logs are the means for documenting and identifying allowable services billed. The following information must be entered to provide a clear audit trail: Name of child, name of therapist/employee providing service, date of service, start and end time of service, place service was provided, purpose of service/contact, content and outcome of service.
4. **Monthly Progress Report:** Vendor shall provide a monthly progress report to the Juvenile Probation Department and/or the assigned probation officer. The monthly progress report shall include a summary of the youth and/or families progress or lack of progress towards treatment goals. The report shall identify number of authorized sessions, number of sessions attended and/or missed. Lack of progress shall be documented on the report along with a plan identifying what strategies will be employed to aid the youth and/or family in meeting identified goals. Report shall be typed and signed by the provider, youth and parent/legal guardian.
5. **Discharge Plan:** Vendor shall develop a discharge plan. Discharge planning should be initiated upon admission of therapeutic services. The Discharge Plan must identify if the discharge is successful or unsuccessful. Determination of discharge type (Success/unsuccessful) shall be based on an objective, quantifiable and measurable outcomes. Vendor shall specify what constitutes a successful/unsuccessful discharge. Discharge plan shall include a summary

of goals met/unmet as well as identify what community resources and/or natural supports have been developed to sustain success. A post test must be administered to identify gains in the youth's and/or the family's functional assessment as well as to determine progress, strengths, continued difficulties, and or ability to sustain goals identified. The discharge plan must be typed and include the provider's, youth's and parent's/legal guardian's signature.

**Note: Therapeutic services must be conducted in the child's/family's language of literacy. Provider shall identify in proposal how this objective will be met.**

## **II. OTHER REQUIREMENTS**

Vendor must be certified/ authorized by FFT to provide services and staff must be trained in the FFT Model of therapy. Vendor must state agreement to this requirement in the submitted proposal as well as provide copies of current certification/license(s)/training certificates signifying the vendor has met the required criteria and is authorized to perform services. Vendor must also state in their proposal agreement to adhere to practices and fidelity models and standards established by FFT and identify how these standards and practices will be met.

## **III. COST**

Rate structure for FFT will be based as follows:

- A daily rate per juvenile. Daily rate per juvenile is inclusive but not limited to:
  - the interview
  - mental health assessment
  - collateral contacts
  - assessments
  - screening instruments
  - recommendation
  - implementation
  - application of services
  - interventions to address mental and/or behavioral health issues
  - administrative expenses
  - licensing fees
  - training
  - communications with family
    - schools
    - referral source
    - other agencies

No other costs, direct or indirect, may be billed as a separate cost. Daily rate per juvenile is to include all typed and signed documentation/reports to the Juvenile Probation Department. The department will not be financially responsible for missed appointments.

Typed and signed copy of the assessment, treatment plan, pre/post test scores and monthly progress reports and discharge plan shall be provided to the Juvenile Probation Department whether the Vendor is paid through private insurance, CHIP or Medicaid, the Juvenile Probation Department, or any other source of funding.

All representation made by the Juvenile Probation Department are contingent upon availability of funds from which payments for contracted services can be made and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, the El Paso County Juvenile Board, or the Texas Juvenile Probation Commission.

#### **IV. MEASUREMENT OF PROGRAM OUTCOME**

Vendor will be responsible for submitting to the Juvenile Probation Department on a quarterly basis the following statistical data:

- ❖ Comprehensive listing of juveniles referred for services to include:
- ❖ Juvenile's name, date of birth and docket number
- ❖ Name of referring juvenile probation officer
- ❖ Number of successful/unsuccessful/administrative closures
- ❖ Identification if service was provided in English or Spanish
- ❖ Number of times and date(s) called to testify
- ❖ Percentage of reduction in documented violations/recidivism rates
- ❖ Percentage of participants placed in out-of home placements

**The following is for all services mentioned above:**

##### **GENERAL:**

The services requested shall be provided for a period of one (1) year, and the County shall have the option to renew this agreement for two one year terms upon the same terms and conditions contained in this agreement by providing written notice to the vendor.

##### **LEGAL:**

Vendor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Policies shall be (1) with an insurance company licensed to do business in Texas and (2) shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board, its officers and employees as additional insureds. El Paso County shall be given at least thirty days advanced written notice of any lapse, amendment or cancellation.

**A copy of the insurance certificate should be included in the RFP package.**

Vendor shall defend, indemnify and hold harmless El Paso County and the El Paso County Juvenile Board, their officers, agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of vendor, its agents, employees, or sub vendors. Vendor shall pay any and all damages assessed against El Paso County and the El Paso County Juvenile Board, their officers, agents or employees, arising out of such negligence or intentional acts.

Vendor shall maintain at vendor's own expense, Professional Malpractice Insurance with a policy limit of not less than \$1,000,000.00. Such policy shall be with an insurance company licensed to do business in Texas and shall be satisfactory to the County. All of said insurance policies shall name the County and the El Paso County Juvenile Board, their officers, employees as additional insured and shall provide that the County shall be given at least thirty- (30) days advance written notice of any lapse, amendment or cancellation. **A copy of the insurance certificate must be included in the RFP package.**

Vendor shall ensure that all of its paid and unpaid personnel who are required or allowed to provide services pursuant to this agreement will, within fifteen (15) days submit their fingerprints through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST system for a criminal history search. Vendor agrees to assume the cost associated with this service. Vendor also agrees to execute a Texas Law Enforcement Telecommunication System (TLETS)/National Crime Information Center (NCIC) records check in order to allow JPD to perform the criminal records and Sex Offender background check as well as the Sex Offender Background search through the Texas Department of Public Safety.

Vendor shall submit copies of professional licenses to JPD for verification that personnel hold proper credentials to provide services.

Vendor warrants that vendor is certified, approved or licensed by all Federal, State or local agencies or department that have jurisdiction to regulate any activity performed by the vendor. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within fifteen (15) days of execution of an agreement.

This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Vendor shall have no cause of action against Juvenile Probation Department in the event Juvenile Probation Department is unable to perform its obligations pursuant to this agreement as a result of suspension, termination withdrawal or failure of Federal and/or State funding to Juvenile Probation Department.

Nothing contained herein shall be construed as creating the relationship of employer and employee between the Juvenile Probation Department and the vendor. The vendor shall be deemed at all times to be an independent contractor.

Vendor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of Juvenile Probation Department.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

Vendor shall provide JPD's Training Coordinator with written documentation within ninety (90) days of execution of this agreement, verifying receipt of mandatory training in the Texas Family Code §261.101. Persons Required to Report; Time to Report. Section 261.101 is the statutory provision that requires individuals to report child physical or mental health abuse or neglect. Vendor shall contact JPD Training Coordinator to request and arrange for the above training.

Vendor shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months preceding the execution of this Agreement, as well as during the term of this Agreement along with any results and/or findings related to the Contractor conducted by, but not limited to, the following agencies: Department of Justice, Texas Juvenile Probation commission, Texas Department of Family and Protective Services or any other agency which may license or regulate the Vendor in the provision of services.

Vendor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

## **FINANCIAL INFORMATION**

**Provide information as requested in the cost section in the Request for Proposal.**

Vendor shall submit claims on invoices bearing vendor's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Invoices not timely submitted shall not be paid. Vendors invoice must indicate an accurate mailing address, telephone number where vendor can be reached during normal business hours, an invoice number, contract number, juvenile's name, type of service and related cost. Invoices for juvenile's services must be submitted separately from parent services. Copy of the monthly progress report, treatment plan, discharge plan, assessment and pre/post test scores must be submitted with invoice as supporting documentation to include provider signatures. If the reports/documentation is not submitted with the invoice, payment will be delayed until documentation is provided to the Juvenile Probation Department.

Vendor shall establish procedures to and shall seek reimbursement and bill payment for covered for services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. The Juvenile Probation Department shall be the payer of last resort. Vendor shall not bill Juvenile Probation Department for any services rendered for which payment was received from any and all state/federal or other sources, as applicable. Vendor is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full. Invoices for services timely billed to, but denied by, other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within 90 days from the date of service along with documentation of submission to and denial by the other funding source. In the event Vendor is later paid for the rendered service by any other funding source, Vendor shall reimburse all amounts to the Juvenile Probation Department for the rendered service within 30 days of receiving such payment. Vendor shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the vendor should be included in the bid package.

Vendor shall submit through electronic notification (i.e. e-mail or fax) identified services and dates of service needed on a monthly basis. Based on information submitted by Vendor, the Juvenile Probation Department employee will generate an authorization of service contract. An authorization of service contract must be approved by the Juvenile Probation Department and received by the contractor prior to services being rendered. Failure to do so will result in the vendor absorbing the cost for services not approved. Vendor is required to designate an e-mail address or fax number of where the authorization of service contract must be submitted by the Juvenile Probation Department.

Vendor must maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called records.

Vendor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contracted period. If any litigation claim or audit involving these records commences before the three year period expires, the Vendor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

Under §231.006, Texas Family Code, the vendor certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certificate is inaccurate.

Vendor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.

Vendor shall maintain separate accounting records designating receipt and expenditure of State Funds received. Vendor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA.) Vendor 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. Vendor 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. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by sub vendors through vendor and the requirement to cooperate is included in any subcontract it awards.

Vendor shall provide semi-annual, as well as, annual financial statements to include but are not limited to the following:

**Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by vendor; or**

**Independent Audit or Review (prepared in accordance with GAAP) based on vendor's fiscal year. Vendor shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the vendor's financial year-end.**

The Juvenile Probation Department receives an invoice from the vendor. The department will verify the services performed by the vendor through the department's purchase of service request and the monthly progress report. The department will then process the invoice for payment through the County Auditor's Office. The County Auditor's Office will verify all supporting documentation and generate a check for the vendor. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Vendor shall maintain separate accounting records for the receipt and expenditure of any and all state funds received. The County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the vendor. The County of El Paso shall make payments within thirty- (30) days of receipt to County entity.

### **SANCTIONS:**

Juvenile Probation Department shall conduct monitoring and evaluation of the performances of the vendor or any sub vendor rendered pursuant to the Contract every six months through use of the Private Vendor Contractual Monitors and Evaluation Report. Juvenile Probation Department will notify the vendor in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension of reduction of payments as appropriate, based upon such monitoring.

As determined in the reasonable judgment of the Juvenile Probation Department, failure of vendor to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes of failure of the vendor to properly administer subcontracts and take appropriate corrective action in the event of violations by sub vendors may be considered a material breach of this contract and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments. Vendor may be ineligible to receive future contracts.

Vendor may terminate this agreement without cause by giving thirty- (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this agreement without cause by giving thirty- (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this agreement without notice immediately in the event vendor fails to comply with any provision of this agreement. Vendor shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

## **V. PROPOSAL FORMAT**

Each applicant may submit one proposal. The proposal must be submitted as an original plus four (4) copies as stated in the PROPOSAL SUBMISSION section.

Application materials could accidentally get out of order when being processed, thus every sheet of the proposal must have a page number. It is also requested that pages

be numbered consecutively from beginning to end (for example, page 1 for the Cover Page, page 2 for Letter of Transmittal, page 3 for the Table of Contents, etc.). Any appendices should be labeled and separated from the narrative and budget section, and the page numbers should be continued in the sequence.

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Cover Page
- b) Letter of transmittal
- c) Table of Contents
- d) Proposal Narrative
- e) Cost
- f) Application Forms & Certifications

Within each section of the proposal, applicants should address the items in the order in which they appear in the RFP. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis. All material submitted in response to this RFP becomes the property of El Paso County.

#### **A. COVER PAGE**

Each proposal must have the Proposal Schedule form as the cover page.

The cover page must:

- Identify the RFP (i.e., Proposal for the El Paso County Juvenile Probation Functional Family Therapy);
- Identify the applicant organization;
- Identify the applicant organization's contact person,
- Identify the applicant organization's address, phone, FAX, and
- Indicate the date of the proposal.

#### **B. LETTER OF TRANSMITTAL**

A Letter of Transmittal must accompany each proposal.

The Letter of Transmittal must:

- Identify the applicant organization and contact person;
- Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.). Include federal tax number
- Identify the name, title, telephone and FAX number of the person to be contacted for clarification;
- Explicitly indicate acceptance of all requirements of the RFP;
- be signed by the person authorized to contractually obligate the organization; acknowledge receipt of any and all amendments to this RFP; and must be on official business letterhead.

### **C. TABLE OF CONTENTS**

Immediately following the letter of transmittal, the applicant is required to provide a Table of Content that identifies all subsequent sections and pages.

### **D. PROPOSAL NARRATIVE**

1. Describe your organization's qualifications and experience in providing Functional Family Therapy (FFT) for adolescents involved in the juvenile justice system and/or high risk adolescent offenders under this RFP's SCOPE OF WORK.
2. In addition, explain your knowledge and understanding of and experience with:
  - a. Familiarity with the Texas Family Code and procedure pertaining to the juvenile justice system and the juvenile probation department;
  - b. Related judicial entities working with the juvenile delinquent population (for example: public defenders, county attorneys juvenile court judges, drug court administrators and judges);
  - c. Familiarity with dual diagnosis adolescents
  - d. Familiarity with various evidence based and/or best practices regarding therapeutic techniques and modalities that will be utilized
  - e. Conducting therapeutic services in juvenile's primary language.
  - f. Developing and fostering collaborations within a community
3. Provide in detail how the organization will address, incorporate and coordinate all the components of the Request for Proposal's purpose of service to include:
  - a. Overview of FFT services that will be provided and experience with FFT
  - b. Program capacity and Target Population
  - c. Referral Policy & procedures
  - d. Licensing requirements
  - e. Staff training requirements
  - f. Service plan requirements
  - g. Service provisions requirements
  - h. Quality assurance requirements and project outcomes
  - i. Record maintenance and reporting requirements
  - j. Local stakeholder support
  - k. Budget and allocation of financial resources to substantiate the reimbursement rate

Services should be geared to address the high needs and risks associated with youth and families referred to the juvenile justice system.

4. Identify the therapist(s) that will conduct the individual, family and/or group counseling services, their qualifications and experience in providing this type of service. If applicable identify any other professional staff and their qualifications and experience.

**E. COST**

Daily rate per juvenile as identified in section III - COST of this RFP.

**F. REQUIRED DOCUMENTS TO BE SUBMITTED WITH PROPOSAL:**

1. Sample of the assessment and pretest that will be utilized.
2. Sample of the treatment plan that will be utilized
3. Sample monthly progress report
4. Sample discharge plan and posttest
5. Copies of certification verifying agencies ability to utilize FFT
6. Copies of the therapist(s) license(s)
6. Letters of Support from stakeholders
7. A list of all medical insurance companies accepted by the vendor.

**PROPOSAL EVALUATION**

A representative from the El Paso County Purchasing Department will open the proposals immediately after the deadline and will record them. A representative for the El Paso County Juvenile Probation Department will perform a preliminary review of the proposals to determine compliance with the mandatory requirements of the RFP. The El Paso County Juvenile Probation Department administrator will review all proposals and evaluate each according to the evaluation criteria.

The contents of any proposal shall be kept confidential during the evaluation process.

All proposals received by the El Paso County Purchasing Department on or before the submission deadline shall become the property of the El Paso County Juvenile Probation Department and shall not be returned to the applicant. The El Paso County Juvenile Probation Department shall have the right to use any or all ideas contained in the proposal. Acceptance or rejection of a proposal shall not affect this right.

The El Paso County Juvenile Probation Department will appoint an evaluation committee to review the proposals. The committee will consider information provided in the proposal when making its recommendation and may consider relevant information from other sources.

The evaluation committee will make a recommendation to the Chief Juvenile Probation Officer indicating the committee's choice. The Chief Juvenile Probation Officer will

forward the recommendation to the El Paso County Purchasing Department for approval through the El Paso Commissioners' Court who has final approval of awarding the bid. Proposals submitted shall be evaluated on the following criteria: Scope of Work ability to provide FFT services, maintain compliancy and fidelity of the FFT model as well as meet technical requirements as outlined in the RFP (80%); Cost evaluation (20%) will be based on the purposed cost for service and review of budget submitted to determine if it adequately supports the program described.

It is important that proposals address each item in sufficient detail to provide the best possible evaluation:

## **PROPOSAL SUBMISSION**

The original plus four (4) copies of an applicant's proposal must be received by the El Paso County Purchasing Department at the address indicated on the cover page of the Request for Proposal package no later than **Wednesday, December 8, 2010**, at 2:00 p.m. Mountain Daylight Savings Time. A representative at the Purchasing Department will date-stamp and time-stamp every proposal received immediately upon receipt. All proposals received before the proposal submission deadline will be kept in a secure location until the due date and time.

The applicant's original proposal must be unbound with no staples, paper clips, fasteners, or heavy or lightweight paper stock within the document itself. It may be necessary to reproduce the original application to provide sufficient copies for review purposes. Therefore, the applicant should not include anything that cannot be photocopied using automatic processors. Such items include anything stapled, folded, pasted, or in a size other than 8 ½" x 11" on white paper and heavy or lightweight paper which could disable the photocopy machine and/or become destroyed. Odd sized attachments of any kind will not be copied or sent to reviewers. Excessive or oversized material, e.g., posters, videotapes, audiotape, or CDs should not be included. Documents may be photo-reduced or have type closer than 15 characters per inch. Furthermore, only one side of each page should have printing.

# **COUNTY OF EL PASO, TEXAS**

## **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS\***

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Instructions for the certifications:

### General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### 1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

## 2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\*All three (3) pages of this document must be included in all responses.

# COUNTY OF EL PASO PURCHASING DEPARTMENT

MDR Building, 800 E. Overland  
ROOM 300, EL PASO, TEXAS 79901  
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LINDA MENA, INVENTORY BID TECHNICIAN

## PROPOSAL CONDITIONS

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A PROPOSAL, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.
12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.

13. Brand names are for descriptive purposes only, not restrictive (merchandise only).
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
  - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
  - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

**NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

# Health Insurance Benefits Provided By Bidder

## Consideration of Health Insurance Benefits\*

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

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If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

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2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

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**El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination.** Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\* This page must be included in all responses.



**COUNTY OF EL PASO**  
County Purchasing Department  
800 E. Overland, RM 300  
El Paso, Texas 79901  
(915) 546-2048  
(915) 546-8180 Fax

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RE: RFP #10-086, FUNCTIONAL FAMILY THERAPY FOR JUVENILE PROBATION DEPARTMENT

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners Court:

County Officers: County Judge Anthony Cobos  
Commissioner Anna Perez  
Commissioner Veronica Escobar  
Commissioner Willie Gandara, Jr.  
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent  
Jose Lopez, Jr., Assistant Purchasing Agent  
Peter Gutierrez, Buyer II  
Linda Mena, Inventory Bid Technician  
Lucy Balderama, Inventory Bid Technician  
Roger Martinez, Chief Juvenile Probation Officer  
Kim Shumate, Director of Probation Service  
Albert Mendez III, Assistant Director of Financial Service  
Sylvia Ochoa, Assistant Case Manager  
Monique Hatten, ISP Probation Officer  
Rita Ruelas, Director of Boarder Children's Mental Health Collaborative

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7<sup>th</sup> business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

## COUNTY OF EL PASO PURCHASING DEPARTMENT

PITI VASQUEZ, PURCHASING AGENT  
JOSE LOPEZ, JR. ASST. PURCHASING AGENT  
LUCY BALDERAMA, INVENTORY BID TECHNICIAN

MDR BUILDING, 800 E. OVERLAND  
ROOM 300, EL PASO TEXAS 79901  
(915)546-2048, FAX (915)546-8180

### Instructions: Conflict of Interest Form (CIQ)

- **Please complete CIQ Form whether or not a conflict exists.**
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on bid, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ, RFI or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor.
- File a completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 the attention of the County Clerks office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at [www.epcounty.com](http://www.epcounty.com), click on public records, click on to [Official Public Records](#) - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE, and click on Search. It will be available on the web-site approximately 7 to 15 business days. Please fax a copy of your fax confirmation (date/time) to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI.
- If you have any questions, please call Linda Mena or Lucy Balderama at 915-546-2048

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

### OFFICE USE ONLY

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Date Received

RFP # 10-086

**1** Name of person who has a business relationship with local governmental entity.

**2**

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

**Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

**Tex. Local Gov't Code § 176.006 (2005)**

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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**Tex. Local Gov't Code § 176.001 (2005)**

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

# COUNTY OF EL PASO, TEXAS

## Check List

### FUNCTIONAL FAMILY THERAPY FOR JUVENILE PROBATION DEPARTMENT RFP #10-086

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THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

\_\_\_\_\_ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, December 8, 2010. Did you visit our website ([www.epcounty.com](http://www.epcounty.com)) for any addendums?

\_\_\_\_\_ Did you sign the Bidding Schedule?

\_\_\_\_\_ Did you sign the "Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status And Implementing Regulations" document?

\_\_\_\_\_ Did you sign the "Consideration of Insurance Benefits" form?

\_\_\_\_\_ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.

\_\_\_\_\_ If your bid totals more than \$100,000, did you include a bid bond?

\_\_\_\_\_ Did you provide one original and four (4) copies of your response?

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