



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

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., Thursday, June 14, 2012 to be opened at the County Purchasing Office the same date for Detoxification and Substance Abuse Treatment for the WTCSCD (re-bid)

Proposals must be in a sealed envelope and marked:

**“Proposals to be opened June 14, 2012
Detoxification and Substance Abuse
Treatment for the WTCSCD (re-bid)
RFP Number 12-043”**

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Thursday, June 7, 2012, 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 cashier’s 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 cashier’s 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



IMPORTANT NOTICE FOR VENDORS

EL PASO COUNTY CODE OF ETHICS TRAINING REQUIREMENT FOR VENDORS

Any vendor involved in a single procurement exceeding \$50,000 must complete training on the El Paso County Code of Ethics. **This training must be completed prior to submitting a bid or proposal, responding to a request for qualifications or proposals, or otherwise contracting with the county.** The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The certification of completed training on the Ethics Code issued by the County Human Resources Department is valid for one (1) calendar year from the date of completion. A list of those Vendors with a current certification of completion and the corresponding date of expiration shall be maintained on the El Paso County website under the Purchasing Department's Current List of Training Certified Bidders. This training requirement does not apply to emergency purchases.

Training

In compliance with Section 161 of the Texas Local Government Code, training on the El Paso County Code of Ethics will be accessible in an online format to Vendors and Lobbyists on an ongoing basis, subject only to limitations due to technical resources. No person or entity required to complete training will have to do so more than once per year.

The required training for Vendors may be accessed and completed at:
<http://www.epcounty.com/ethicscom/training.htm>

Once you have taken the ethics training course print out the confirmation and attach a copy to your proposal. Keep a copy for future references/proposals.

To view the list of the Vendors, the representatives and the date it expires.

- ❖ Go to <http://www.epcounty.com/ethicscom/training.htm>
- ❖ Select:

Vendors Who Have Completed Ethics Training

If you have taken the training and your name has not been added to the list, Please contact Gabby at our Human Resource Department at (915)546-2218 ext. 4069.

**EL PASO COUNTY PURCHASING DEPARTMENT
800 E. OVERLAND AVE., ROOM 300
EL PASO, TEXAS 79901
(915) 546-2048
FAX: (915) 546-8180**

Memorandum

To: All Vendors
From: Jose Lopez, Jr., Assistant Purchasing Agent
Date: February 6, 2012
Subject: County Purchasing New Vendor/Bid System & Online Vendor Registration

The Purchasing Department will be implementing its new bid processing vendor notification/registration system on April 1, 2012. The new system will allow vendors to register and maintain their vendor file real time without the intervention of the Purchasing Department. Vendors will maintain their address information and contact information; as well as the commodity information that the vendor wants to be considered for on County bid solicitations. Vendors will be given a choice of receiving hard copy bid notifications, or electronic notifications to the vendors designated email and/or cellular telephone text number. We hope that the changes will help our vendors receive their solicitations in a more effective and efficient manner that will benefit both the County and the vendor with more timely, accurate, competitive bids.

All vendors wishing to receive or continue to receive bid notifications must register by April 1, 2012. The Purchasing Department will be migrating to the new vendor system on April 1, 2012 and all vendors that have not registered in the new system will not receive bid notifications. Thank you for your cooperation. If you have any questions please contact me at (915)546-2068, or Sally Borrego at (915)546-2048.

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

Description – Proposal # 12-043 Detoxification and Substance Abuse Treatment for the WTCSCD Vendor must meet or exceed specifications ALL VENDORS MUST PLACE PRICING BELOW	
Description	Cost Per Client
Detoxification	\$
Intensive Residential	\$
Residential Treatment	\$
Total Cost	\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and five (5) copies of your proposal.	

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

Ethics Representative (refer to page 2)

Ethics Training Date or Expiration Date

CIQ Confirmation Number

Conflict of Interest Questionnaire (CIQ) Filed Date

Representative Name & Title

Telephone Number include area code

Signature

Fax Number include area code

Date

Email Address

*****THIS MUST BE THE FIRST PAGE ON ALL PROPOSALS*****

**Detoxification and Substance
Abuse Treatment for the WTCSCD
(re-bid)**

RFP #12-043



**Opening Date
Thursday, June 14, 2012**

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Treatment Alternative to Incarceration Program Request for Proposals

INTRODUCTION

The West Texas Community Supervision and Corrections Department (hereafter called CSCD) is a political entity of the 34th Judicial District(s) of the State of Texas. CSCD is seeking vendors to provide detoxification services and residential substance abuse treatment services to offenders under various types of community supervision within the El Paso County jurisdiction. The CSCD is submitting this Request for Proposal with the intent of awarding a contract to adhere to the requirements contained in this proposal. However, the CSCD is not obligated to select a Vendor based on this solicitation, and reserves the right to reject any all proposals and award any contracts to best serve its interests.

AUTHORITY

In accordance with Section 76.017 of the Texas Government Code, a CSCD may establish a Treatment Alternative to Incarceration Program (TAIP) pursuant to the standards and funding requirements adopted by the Texas Department of Criminal Justice - Community Justice Assistance Division (TDCJ-CJAD). CSCD may contract for the provision of TAIP treatment services.

CSCD implements TAIPs in accordance with the orders of the criminal courts having jurisdiction over its operations, community justice plans, and applicable state and federal laws. TAIPs and related services are utilized to accomplish the mission of the CSCD, which includes:

1. Protect the public interest and safety of the community;
2. Provide services to the courts in the enforcement of their orders;
3. Provide services that meet the needs of offenders placed on community supervision and assist them in becoming law-abiding citizens;
4. Provide programs and activities designed to reduce the impact of crime;
5. Provide alternate sanctions and options to the court for sentencing and supervision.

QUALIFICATIONS TO SUBMIT A PROPOSAL

Proposer must have adequate financial resources, insurance, and legal authority to contract for and furnish the TAIP services at issue. Proposer must be able to serve offenders from CSCD's judicial districts and counties; and as required and instructed by CSCD. Proposer, and any employed staff, must also have appropriate and applicable facility, program, and individual licenses and credentials issued by the Texas Department of State Health Services – Substance Abuse (TDSHS-SA); and in addition, Proposer and any employed staff must be otherwise legally qualified to perform substance abuse treatment and other services prior to the submission of a proposal.

If Proposer is selected under this PROPOSAL, CSCD reserves the right to negotiate with Proposer for other levels of service and treatment during the contract period. The furnishing by Proposer to CSCD of such other levels of service and treatment, however, is expressly conditioned on the requirements that: (1) both parties enter into and execute a written contract amendment or new contract, that address the other levels of service and treatment; (2) Proposer obtains, or has all, appropriate licenses and authority to furnish the subject other services and treatment; and (3) the other levels of service and treatment at issue is in the best interest of CSCD, as determined in the CSCD's sole discretion and judgment.

Instructions to Proposers

Proposed Terms. The term for the TAIP treatment services set forth in a proposal must be for a contract period of one (1) year, with the option for an additional two (2) years at the option of the CSCD. Proposer's prices set forth in their proposal must be firm for the entire contract period to include the original and renewal term. It is anticipated that the effective date for any contract that may be awarded to Proposer related to this proposal will be November 1, 2006.

Late proposals will be returned to the Proposer unopened. CSCD will not be responsible for unmarked proposals, improperly marked proposals, or proposals delivered to the wrong location.

Proposals may be withdrawn at any time prior to the official opening. After the official opening, proposals will become the property of CSCD. No modifications by Proposer to a proposal will be accepted after the official opening, nor shall Proposer withdraw, cancel, or modify their proposal for a period of 90 days after having been notified that such proposal has been conditionally accepted by CSCD. The right is reserved, as the interest CSCD may require, to accept or reject in part or in whole any and all proposals submitted; and to waive any technicalities, informalities, or irregularities in any proposal received.

Submission of Proposals. The CSCD is requesting the submission of proposals for the Treatment Alternative to Incarceration Program ("TAIP") funds for substance abuse treatment services for offenders in El Paso, Hudspeth and Culberson Counties. A Proposer may structure their proposal to address one or more substance abuse treatment service.

Proposer's Signature. The original proposal must be clearly marked "ORIGINAL", and contain all original signatures. Each proposal must give the name and full business address of the Proposer, and be signed by the Proposer with their usual signature. A proposal by a partnership(s) must furnish the names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the name and title of the person signing. A proposal by a corporation must be signed with the legal name of the corporation followed by the name of the state of incorporation and by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. A proposal by a governmental entity or agency must be signed with the legal name of the agency or

entity and by the signature and title of the director, official, or other person authorized to bind the entity or agency in the matter. The name of each person signing for a Proposer shall also be typed or printed below their signature. When requested by CSCD, satisfactory evidence of the authority of the officer or person signing in behalf of a corporation, government agency or entity must be furnished.

Subsequent Formal Written Contract Required. The award of a formal contract to Proposer for the subject TAIIP treatment services must be approved by the Director of the CSCD. No rights, obligations, or contractual relations shall commence until both the Proposer and the CSCD Director have executed a subsequent formal written contract containing terms satisfactory to CSCD Director.–The Texas Department of Criminal Justice, federal government, city, county, or any of their agencies, departments, officials, and employees are not parties to this proposal, or as to any resulting contract.

Proposer's Responsibilities. Due care and diligence has been used in the preparation of the information set forth in this proposal, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the liabilities, financial and other exposures, and the verification of all information presented herein, shall rest solely with Proposer. CSCD, the Judicial District(s), and their representatives, will not be responsible for any errors or omissions in these specifications or for Proposer's failure to determine the full extent of any exposures or liabilities resulting from such errors or omissions. Proposer shall not be allowed to take advantage of any errors or omissions in the specifications in this proposal. Where errors or omissions appear in the specifications, Proposer shall promptly notify the Purchasing Agent in writing of the error or omission it discovers. Proposer is responsible for all costs of proposal preparation. CSCD is not liable for any costs incurred by Proposer in response to this proposal.

Time of Proposal Opening. Proposals are due on or before **Thursday, June 14, 2012 at 2:00 p.m.** Proposals received prior to the time of opening will be kept unopened in a secure place. Proposals by telegraph, facsimile, e-mail, Internet, or other means of electronic communication will not be considered.

Details of competing proposals will not be publicly disclosed until all ensuing negotiations have been completed and any written contractual agreements and related requirements have been furnished and executed as allowed by law.

CSCD reserves the right to negotiate and enter into a written a contract with the Proposer that in its opinion, offers the most advantages to CSCD utilizing the best evaluation factors. Subjective (criteria other than price) as well as objective criteria's may be used to evaluate and select vendors for TAIIP services for the purpose intended. CSCD reserves the right to accept the proposal presenting the best offer, or to reject any and all proposals.

Proposals may be withdrawn at any time prior to the official opening. Once a proposal has been submitted, the Proposer may not submit changes, amendments, or modifications. The Proposer may, however, withdraw and resubmit a proposal anytime prior to the final date and time set for receipt of proposals. The County, in its sole

discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modifications to its advantage. Late proposals will be returned to the Proposer unopened.

Overview

Any contract that is offered and furnished by CSCD to Proposer under this proposal will be a FEE FOR SERVICE type contract with cost justification. Such offered contract will contain terms and conditions similar to those set forth in the *Contract Management Manual for TDCJ Funding of Offender Services* (Sept. 1, 1999) as such provisions therein may be revised by CSCD and Proposer to conform to the circumstances.

If a contract is offered and furnished by CSCD to Proposer, it is anticipated that the proposal, and the related operations and budget information as submitted in response to this proposal, will be attached and/or incorporated by reference into such contract as entered into and executed by the parties. Under these circumstances, therefore, the Proposer's **Vendor Operations Plan and Budget** as included in the proposal will become legally binding upon the Proposer and CSCD. Such Vendor Operations Plan and related Budget will govern the process, circumstances, and terms under which the Proposer's substance abuse treatment services will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Contract Manual for TDCJ-CJAD Funding of Offender Services*, at pp. 27- 34 (Sept. 1, 1999). In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between CSCD and Proposer and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

In all events, Proposer must ensure that only reasonable and allowable costs are used in the cost justification set forth in the **Vendor Operational Plan and Program Budget** and other provisions of their proposal submitted in response to this proposal. If during the term of any contract that may be offered and furnished to Proposer, unallowable or unreasonable costs or monies that are expended by Proposer in contravention of the requirements and specifications contained in this proposal, Proposer may be subject to contractual liabilities, damages, and in addition under certain circumstances to criminal sanctions.

BUDGETS, ACCOUNTING RECORDS, ETCETERA

Proposer's budget included in the proposal prepared in response to this proposal shall follow the instructions outlined in Appendix I and the format shown in Appendix II. Additionally, Proposer must follow all applicable CSCD Substance Abuse Standards, TDCJ-CJAD contract guidelines, DSHS Requirements, and U.S. Office of Management and Budget Circulars.

Proposers are required to develop TAIP specific budgets, accounting processes, and records that allow for the verification of Proposer's rates by CSCD, TDCJ-CJAD, and any government auditors. This obligation for verification of Proposer's rates may include information as to Proposer's indirect cost rates, overhead, and cost pooling practices.

Pursuant to Texas Government Code Section 76.017 Section (e), TAIP services provided to offenders referred under TAIP are billable to the CSCD only if no other public or private funds are available to the client. The prices quoted by Proposer in response to this proposal should be the full cost of TAIP services. If a contract is offered and furnished by CSCD to Proposer related to this proposal any other funds available to the Proposer from public or private sources shall be deducted from the total billable amounts submitted to CSCD by Proposer.

Under any contract that may be awarded related to this proposal, Proposer will be obligated to submit an itemized invoice for payment using the forms and procedures specified by the CSCD.

Before the award of any contract related to this proposal, Proposer will be required to furnish CSCD with satisfactory evidence as to the pecuniary and financial resources and insurance coverage's that are available to Proposer in order to fulfill the conditions of such contract. CSCD will further require that all financial reports or statements furnished reflect the Proposer's current financial status, and are certified as to accuracy by a certified public accountant.

Any contracts that may be awarded to Proposer related to this proposal will be for "substance abuse treatment services" only. Other educational and/or non-substance abuse services are not eligible for TAIP services. Services such as anger management can be included by a Proposer in treatment to the extent they are inclusive in a substance abuse treatment program, and relate to the specific issue of substance abuse.

Proposers with multiple contracts with state or local governments or other agencies are required to develop budgets, accounting processes and records that allow for the verification of Proposer's rates by CSCD, TDCJ-CJAD, and any government auditors. This obligation for verification of Proposer's rates may include information as to Proposer's indirect cost rates, overhead, and cost pooling practices.

Target Populations

The TAIP target population includes offenders who have committed violent or sex offenses, or who have mental illnesses or impairments. Any exceptions to these, or any type of offender, that are to be provided treatment by Proposer should be noted on the cover page of their proposal. The projected number to be served for a 12 month period is 260.

At all times, the CSCD retains control over the offenders referred to a Proposer for services. If an offender is determined by Proposer to be in need of additional or different treatment services, the offender is to be referred back to the CSCD for a determination as to what, if any, further action or treatment should occur. The proposal submitted by Proposer, including the referenced Vendor Operational Plan submitted shall be incorporated into to the contract as entered into between CSCD and Proposer. The plan shall also describe and define Proposer's diagnosis and assessment criteria, performance measures, and coordination activities that relate to the identification of

treatment or medical needs beyond the scope of the services to be provided by Proposer.

The CSCD will periodically conduct quality assurance audits of the vendor's substance abuse treatment program. Continuing non-performance of the selected Proposer in terms of specifications outlined in this proposal and shall be a basis for the termination of the contract by the CSCD.

In being offered a contract to provide TAIP services, a Proposer must agree to provide appropriate testimony, affidavits, and documents for any court proceedings and trials related to the offender's progress in substance abuse treatment. This additional service must be provided at no additional cost to client, CSCD, or County.

Any proposal content that is considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. Pricing information is not considered confidential. Trade secrets or confidential information must be placed in a separate envelope marked "Confidential Information" and each page must be marked "Confidential Information". El Paso County will make every effort to protect these papers from public disclosure as outlined in LGC, Section 262.020(b) of the State of Texas County Purchasing Act.

Subject To Availability of Funds

The CSCD's payment and other obligations related to the TAIP services provided under any contract that may be awarded to Proposer is subject to the availability of funds appropriated by the State Legislature as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such time that funding is reduced or eliminated, any contract between Proposer and CSCD will be terminated immediately. Any contract that may be entered into between CSCD and Proposer related to this proposal does not represent or constitute an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, or the Texas Department of Criminal Justice - Community Justice Assistance Division.

ACCEPTANCE OF A VENDOR

The CSCD also reserves the right to negotiate a contract with the Proposer that, in its opinion, offers the most advantageous proposal(s) for the purpose intended or the proposal presenting the best offer. **This offer may or may not be the lowest proposal.** The CSCD also reserves the right to award contracts under this proposal to more than one Proposer.

An application may be rejected for reasons that include, but are not limited to the following:

- a. Reason for believing collusion exists among the Proposers or governing board members;
- b. Proposer or governing board member is interested in any litigation against the CSCD or El Paso County;

- c. Proposer is in arrears or has defaulted on any existing contract or was terminated unfavorably on a previous contract with CSCD or El Paso County;
- d. Proposer or Proposer's staff was previously removed from a CSCD approved Proposer List for failure to meet the requirements governing the program;
- e. Lack of competency as revealed by a financial statement, experience or other documents/information received regarding the Proposer;
- f. Proposer, Proposer's employees, or governing board members who provide services or have access to information regarding TAIP services are under the supervision of the CSCD;
- g. Proposer does not have a designated location to provide TAIP services with an active insurance policy in force;
- h. Designated location to provide TAIP services is not conducive to confidentiality;
- i. Proposer is unable to provide TAIP services to offenders from all courts.

MINIMUM REQUIREMENTS FOR TAIP CATEGORIES

Proposers responding to this proposal must design their services, treatment, and activities so as to fully comply with DSHS rules, as well as the applicable TDCJ-CJAD Substance Abuse Treatment Standards (Texas Administrative Code, Rule §448.902).

Detoxification

Proposer's written policies and procedures as to Detoxification programs shall comply with Texas Administrative Code, Rule §448.902) and ensure the following:

- a. All persons under various types of community supervision admitted to Detoxification programs shall need detoxification.
- b. Every such person shall have a medical history and physical exam.
 - 1. Within 24 hours of their admission, Residential clients shall have a completed physical exam and medical history filed.
 - 2. If the facility cannot meet this deadline because of exceptional circumstances, the circumstances shall be documented in the individual's record. Until such person's medical history and physical exam is complete, staff shall observe that person closely (no less than every 15 minutes) and monitor vital signs (no less than once each hour).
- c. The program shall provide continuous supervision for clients and other persons under community supervision. Direct care staff shall be awake and on site 24 hours a day.
 - 1. During day and evening hours, at least two awake staff shall be on duty for the first 12 clients, with one more person on duty for each additional one to 16 clients.

2. At night, at least one awake staff member shall be on duty for the first 12 clients, with one more person on duty for each additional one to 16 clients.
- d. If the program accepts persons under community supervision with acute detoxification symptoms or a history of acute detoxification symptoms, the program shall have:
 1. a licensed vocational nurse or registered nurse on duty during all hours of operation;
 2. a physician on call 24 hours a day.
- e. Level of observation shall be based on medical recommendations and program design.
- f. A physician shall approve all medical policies, procedures, guidelines, tools, and forms, which shall include:
 1. screening instruments (including a medical risk assessment) and procedures;
 2. treatment protocol or standing orders for each chemical the program is prepared to address in detoxification; and
 3. emergency procedures.
- g. The clinical supervisor shall be a physician, physician assistant, advanced practice nurse, or registered nurse.
- h. The program shall:
 1. ensure continuous access to emergency medical care;
 2. provide offenders access to mental health evaluation and linkage with mental health services when indicated;
 3. use written procedures to encourage offenders to seek appropriate treatment after detoxification.
- i. Direct care staff shall complete training required by DSHS rules.
- j. Staff shall help each client develop an individualized post-detoxification plan that includes appropriate referrals.

Intensive Residential

Proposer's written policies and procedures for Intensive Residential programs shall DSHS Rules and ensure the following:

- a. All clients admitted to intensive residential treatment shall not have:
 1. a documented, reported, or observed medical condition that requires immediate medical treatment or continuous medical supervision (as determined by a prudent lay person);
 2. an observable physical or mental impairment that prevents the client from participating in the treatment.
- b. The program shall have enough staff to provide close supervision and individualized treatment, even if this requires more staff than indicated by the minimum staff-to-client ratios listed in this section.
- c. Counselor caseloads shall not exceed ten (10) clients for each counselor.
- d. Direct care staff shall be awake and on site during all hours of operation.
 1. In residential programs, the direct care staff-to-client ratio shall be at least 1:16 during the hours clients are awake and 1:32 when clients are asleep.

- 2. Night staff shall conduct and document at least three (3) checks while clients are sleeping.
- e. Counselors shall complete a comprehensive client assessment and initial treatment recommendations within three (3) individual service days of admission for all DSHS Level I clients admitted directly to a DSHS Level II program, or their equivalents.
- f. An individualized treatment plan shall be completed for all clients within five (5) individual service days of admission.
- g. The facility shall deliver not less than thirty (30) hours of structured activities per week for each client including:
 - 1. three hours of chemical dependency counseling (including at least one hour of individual counseling);
 - 2. 4 hours of additional counseling, chemical dependency education, or life skills training; and
 - 3. three (3) hours of structured social and/or recreational activities.
- h. Every residential client shall have a medical history and physical examination as required by Texas Administrative Code, § 448.903).
- i. Program staff shall offer related services to identified significant others.

Residential

Proposer's written policies and procedures for Residential treatment programs shall comply with DSHS Rules and ensure the following:

- a. All clients admitted to residential treatment shall be able to function with limited supervision and support, and shall not have:
 - 1. a documented, reported, or observed medical condition that requires immediate medical treatment or continuous medical supervision (as determined by a prudent lay person) or
 - 2. an observable physical or mental impairment that prevents the client from participating in the treatment.
- b. The program shall have enough staff to meet treatment needs within the context of the program description, even if this requires more staff than indicated by the minimum staff-to-client ratios listed in this section.
- c. Counselor caseloads shall not to exceed sixteen (16) clients per counselor.
- d. Direct care staff shall be awake and on site during all program hours.
 - 1. In residential programs the direct care staff-to-client ratio shall be at least 1:16 while during hours clients are awake and 1:32 when clients are asleep.
 - 2. Night staff shall conduct and document at least three (3) checks while clients are sleeping.
- e. For clients transferred from Detoxification, or its equivalent, or admitted directly to this level of treatment, counselors shall complete a comprehensive client assessment and initial treatment recommendations within three (3) individual service days of admission.
- f. All clients shall have an individualized treatment plan within five (5) individual service days of admission.
- g. The facility shall deliver an average of ten (10) hours of structured activities per week for each client, including at least two (2) hours of chemical dependency

counseling [with at least one (1) hour of individual counseling every two (2) weeks] and eight (8) hours of additional counseling, chemical dependency education, or life skills training.

- h. Every residential client shall have a medical history and physical examination completed and filed in the client record within ninety-six (96) hours of admission as required by the Texas Administrative Code (Client History and Assessment).

Transitional Residential

Proposer's written policies and procedures for Transitional Outpatient of Transitional Residential programs shall comply with the following:

- a. All clients admitted to Transitional Residential programs shall be able to function with a minimal supervision and support and shall not have:
 - 1. a documented, reported, or observed medical condition that requires immediate medical treatment or continuous medical supervision (as determined by a prudent lay person); or
 - 2. an observable physical or mental impairment that prevents the client from participating in treatment.
- b. A Transitional Residential program shall not admit a client transferred from Detoxification without written justification in the client record.
- c. The program shall have enough staff to provide clients with adequate support and guidance, even if this requires more staff than indicated by the minimum staff-to-client ratio listed in this section.
- d. Counselor caseloads shall not exceed twenty (20) clients per counselor in residential programs.
- e. The program shall be adequately staffed during hours of operation to ensure effective service delivery.
- f. In residential programs, the awake direct care staff-to-client ratio shall be at least 1:20 during the hours clients are awake and at least 1:32 when clients are asleep. Night staff shall conduct at least three (3) checks while clients are asleep.
- g. For clients transferred from Detoxification or admitted directly to this level of treatment, counselors shall complete a comprehensive client assessment and initial treatment recommendation within three (3) individual service days of admission.
- h. All clients shall have an individualized treatment plan with five (5) individual service days of admission.
- i. The facility shall deliver an average of two (2) hours of structured activities per week per client, including at least one (1) hour of chemical dependency counseling, and one (1) hour of additional counseling, life skills training, or chemical dependency education. Individual counseling shall be provided at least once a month.
- j. Every residential client shall have a medical history and physical examination.

PROGRAM DESCRIPTION

Proposer must respond to the following elements when describing the TAIP services that would be provided.

- 1) Describe all services by category (e.g. Detoxification, Intensive Residential, and Transitional Residential Treatment) to be provided by Proposer, and specify if all services are provided to all persons on community supervision.
- 2) Identify a recognized therapeutic model, specify skill development techniques utilized and goals/objectives of individual counseling that will be used by Proposer for the purpose of providing substance abuse treatment. The therapeutic model must have proven to be effective in treating substance abuse problems and be reflective of the standardized published curriculum used to provide TAIP services.
- 3) Proposer must provide group counseling using a standardized published curriculum. The curriculum (including any handouts, descriptions of videos to be used, or homework assignments) must be submitted to CSCD in its entirety and in the order that the material will be presented to the clients. Each curriculum component must have written goals and objectives that will be used to measure a client's progress in treatment. A proposal will not be considered without the inclusion of curriculum or if material is not presented in the order of program delivery.
- 3) Proposer shall have a plan for accommodating monolingual Spanish speakers referred for TAIP services. A Spanish version of the curriculum, handouts, descriptions of videos to be used, homework assignments, and any other material that will be presented to clients will need to be submitted in addition to the English version. A proposal will not be considered without the inclusion of a standardized published curriculum or if material is not presented in the order of program delivery. Group counseling sessions that are facilitated in English and Spanish are not permissible. The Proposer must offer separate classes in English and in Spanish;
- 5) Video usage may not exceed four (4) hours in group counseling sessions;
- 6) Identify the responsibilities that will be placed upon clients during treatment (*i.e.*, homework assignments, practice sessions, etc. - include frequency, number and time frame where appropriate). This material must be included with the proposal as an attachment to the curriculum;
- 7) Identify the treatment planning process and the process for determining treatment goals, reviewing treatment goals, and assessing overall progress made toward completing goals. The actual treatment plan must be included as an attachment to the curriculum;
- 8) A facilitator must be present at all times during group counseling sessions. Each group counseling session must meet for a minimum of two (2) hours per session, excluding breaks and intermission and the facilitator-to-client ratio cannot exceed 1:16. Describe the number of staff that will be present

during the hours of operation designated for the provision of TAIP services for each proposed location. Also state the maximum program capacity (for each service) in accordance with the Proposer's DSHS facility licensure;

- 9) Describe eligibility criteria for the program, including any special client characteristics. Also include which clients, if any, would be ineligible to be clients of Proposer (i.e., offense categories, criminal history, etc.). A Proposer must include information on how their activities, services and treatment will be conducted so as to fulfill the requirements of the Americans with Disabilities Act;
- 10) Describe the Proposer's experience and history as an agency, if any, in working with clients who are, or were, involved with the criminal justice system. Previous experience with CSCD or County is only relevant if provided in accordance with a contract and a quality assurance audit was conducted. Identify the state (s) where this experience was acquired;
- 11) Specific Requirements for Residential Treatment Services:
 - a. Describe the procedure used by Proposer, and the information that is necessary, for a client to be admitted to their facility for program services and/or treatment;
 - b. Describe any diagnostic assessments and instruments that will precede the provision of program services and/or treatment for a client. Describe any post-program service and/or treatment assessment that will be conducted. Describe why these particular assessments or instruments will be utilized and provide copies as an attachment to the curriculum;
 - c. Describe minimum/maximum length of program participation for a client;
 - d. Describe how client progress is measured by Proposer while at their facility. Describe what criteria are used by Proposer to determine when to release a client early, or request an extension;
 - e. Describe Proposer's communication process and frequency of communication between its facility staff and the CSCD (supervising community supervision / pre-trial officers) by telephone, written reports, e-mail, etc. Specify the conditions that will dictate the frequency of communication during the duration of the services and/or treatment being provided by Proposer;
 - f. Describe Proposer's client discharge/termination procedure (successful/ unsuccessful) from the facility. Include if certificates of completion are provided by Proposer to clients; and if so, the procedure to provide a certificate to the client, and the notification

procedure to be used by Proposer to the CSCD and/or supervising Community Supervision / Pre-Trial Officer;

- g. Describe the Proposer's staff-to-client ratio by level / type of service and treatment. Describe other relevant client supervision procedures and criteria that are to be used by Proposer;
- h. Describe Proposer's format and procedures for managing client files and other treatment related records, electronic databases, frequency of entries, etc.

PROGRAM EVALUATION METHODS

Clear and measurable goals must exist to measure a client's progress in the substance abuse treatment program. These specific quantifiable measures are called objectives. The CSCD is only interested in Proposers that have procedures in place to measure individual client progress and overall program success. This section will allow the Proposer to identify data collection methods and program objectives (measurable output of the project staff) and outcomes (measurable impact of program on clients) and the tracking procedures for each.

- 1) Describe your plan for determining the degree to which objectives and outcomes are met;
- 2) Describe how data will be gathered, stored, and analyzed;
- 3) Identify the specific employees of Proposer who are responsible for the monitoring of Proposer's performance measures, outputs, and outcomes;
- 4) Describe test instruments or questionnaires that will be used (i.e. client satisfaction surveys);
- 5) Describe evaluation reports that are produced for the agency's management, board of directors, or other interested parties;
- 6) Describe the Management Information System (MIS) or other records used for tracking clients in treatment and after discharge;
- 7) Provide results of program evaluation data for your substance abuse counseling program from the last two years. A program new to substance abuse counseling may use data from other programs operated by Proposer that serve the same population targeted by this proposal.

Objectives and Outcomes. Describe, at minimum, Proposer's program performance measures and standards, to include at least the following:

- 1) Outputs
 - a) Total number of clients served
 - b) Total number of successful program completions

- c) Total number of counseling hours provided
 - d) Other output measures
- 2) Outcomes. Include immediate and long-term outcomes that are specific to the program / services as set forth in the proposal.
 - 3) The following five outcome measures will be required for each substance abuse service that is included in the proposal:
 - a. Reduce recidivism (defined as a re-arrest for a new separate offense that is punishable by incarceration, *i.e.*, Class B Misdemeanors and up)
 - b. Decrease re-incarceration
 - c. Increase successful completion of Community Supervision (probation).
 - d. Specific Programmatic Outcomes, *i.e.*, increase successful program completion.
 - e. Reduction of drug or alcohol use by clients.
 - 4) Describe any performance measures and standards that Proposer's facility or program uses in accomplishing its goals.

PROPOSAL SUBMISSION REQUIREMENTS

A proposal should be made in accordance with the instructions and other items set forth in this proposal, as well as the following:

- Each proposal must be typed or printed on standard (8 ½" x 11") paper. Pages must be numbered and a 'Table of Contents' must be included in the format required by this proposal.
- Each proposal must respond to all portions of the proposal in fifteen (15) pages or less (excluding attachments and curriculum).
- The CSCD reserves the right to waive, change, add, or delete any terms or conditions of this proposal. Submission of proposals confers no legal rights upon any Proposer. The CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this proposal. All proposals become the property of the CSCD. The CSCD is not liable for any costs or any damages that may be incurred by Proposer or prospective Proposer in the preparation, formulation or presentation of a proposal. In case of ambiguity or lack of clarity, the CSCD may adopt such interpretations as may be advantageous to the CSCD. No public disclosure of the proposal information will occur until after the contract award has been approved.
- After the opening of proposals and prior to award, the CSCD reserves the right to make a pre-award site visit of any or all proponent's facilities to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance

notice. Failure to allow such an inspection shall be cause for rejection of proposals as non-responsive. The CSCD reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

- The past performance of the Proposer or Proposer's employees in performing services under a contract with the CSCD may also be used for purposes of evaluating suitability for an award under this solicitation.
- Products and services not specifically mentioned in this proposal, but which are necessary to provide the service described by this proposal must be included in the proposal and provide sufficient detail to secure comparable proposals.
- Proposals should not contain or display promotional materials except as they may directly answer questions contained in the proposal. Such exhibits shall be clearly marked with the applicable reference number to the question in the proposal.
- If any person contemplating submitting a proposal to provide TAIP services is in doubt as to the true meaning of the specifications, proposal documents, or any part thereof, he/she may submit a request for clarification to the Purchasing Agent. The request must be submitted on or before **Thursday, June 7, 2012** at 12:00 p.m. **All requests shall be in writing.**

Proposal Format Requirements

Each section of the proposal must be clearly designated (by using tabs) so as to make the information readily accessible to the CSCD. If requested information does not appear in the appropriate section of a proposal, that information may be counted by CSCD as missing or unresponsive during the review process. The proposal must be submitted in the following order:

1. Cover Page for this proposal
2. Program Description
3. Attachments: Proposer must submit information in the following order:
 - a. Name, title, telephone and fax number of Proposer's contact person for all inquiries from CSCD. The contact person shall be responsible for responding to all inquiries from the CSCD related to the proposal, and providing the Proposer's response to CSCD's inquiries.
 - b. Spanish and English version of the standardized published curriculum in the order it will be presented to the client;

- c. Treatment plan and assessment instruments that will be used in the provision of TAIP services;
- d. Description of all locations where TAIP services will be provided by Proposer. Detailed information is needed for each physical facility and location where Proposer is to provide services, including contact person, title, physical address, phone and fax numbers, whether location is accessible to public transportation and near schools, day care centers, churches, or other facilities where clients may be a threat to public safety;
- e. Group counseling schedule and corresponding location for sessions;
- f. List of counseling staff, job titles, and respective resumes, individual DSHS licensure for licensed staff, and documents showing the number of hours of clinical training completed by counselor interns;
- g. List of names and addresses of governing board members (if applicable);
- h. Brief biography and complete resume of the person or persons who will operate/manage the services provided by Proposer and an organizational chart showing Proposer's staff and management;
- i. A photocopy of the DSHS facility license and individual licenses (for each licensed employee that will provide TAIP services) with the expiration dates clearly shown;
- j. Photocopy of insurance for each location (bearing name and address of carrier) that services will be provided along with a letter (dated within the twenty days of proposal closing) from the insurance carrier (s) attesting that the insurance coverage (s) is in force as specified in the insurance documents is in force;
- k. Photocopy of the agency's most recent financial statement/report, prepared by a certified public accountant, which verifies that the agency uses acceptable accounting standards and is in good fiscal health. A corresponding balance sheet, income statement, and statement of cash flow must be included with the financial statement/report. The Proposer can submit a previously prepared financial statement, audit, or report conducted by a certified public accountant within the last year;
- l. Contact name, address, and telephone number of three references (excluding CSCD or CSCD employees) that can characterize the work of the Proposer;

- m. Identification of any employee, having direct contact with clients or having access to client information, that is under the supervision of a criminal justice agency or has previously been under the supervision of a criminal justice agency;
 - n. Describe business form of Proposer (e.g. corporation, partnership, sole proprietorship, non-profit, agency, etc.), if applicable. Include the date that the agency began and if agency previously operated using another name (Appendix IV).
 - o. A list of all civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Proposer, its officers, or employees.
 - p. A list of all criminal cases or proceedings filed or pending at any time during the past five years, brought against, or on behalf of, the Proposer, its officers, or employees.
 - q. A list of all public and private institutions or agencies to which the Proposer provides or has provided similar services and treatment must be included. Specify dates for such similar service contracts, and rates charged by Proposer for these contracted services.
 - r. Proposer shall identify its proposed staffing pattern to include the number of full and/or part-time employees in each job classification that will be present for each work shift for each day per each level of substance abuse treatment and services specified in the proposal.
- 4) Other organizational, biographical, or financial information deemed relevant by the Proposer or information required by this proposal.
- 5) Proposer shall identify the accounting records, reports, and processes that would be applicable to TAIP services, including but not limited to the following:
- a) Proposer's indirect cost rates or cost pooling practices
 - b) Proposer's – current billing processes (including software used)
 - c) All audit and financial reporting requirements that apply to Proposer, and to any parent company or affiliates.
- 6) Costs:
- a) Using page two (2) of this proposal specify a separate price for each type of service provided (i.e., for detoxification services, intensive residential services, residential services, individual counseling services, group counseling services, etc.).
 - b) Complete budget forms in accordance with instructions (Appendix VI) to substantiate how unit price was determined by Proposer for each level of substance abuse service or treatment. **The rate proposed**

multiplied by the number of units proposed must equal the total proposed budget.

- c) Specify any additional price for special population offenders, including dual diagnosis, mentally impaired, etc. State why Proposer's cost would be different for serving special population offenders.
- d) All proposed costs of Proposer must be reasonable and necessary for providing services stated in the proposal, and shall not include unallowable costs (Appendix III). Unallowable costs include but are not limited to:
 - i. Any item deemed unallowable by State or any authorized agency, statute, policy, or procedure
 - ii. Alcoholic beverages
 - iii. Bad debts
 - iv. Building and land purchase, rental purchase, lease purchase, renovation
 - v. Cash payments to intended recipients of services
 - vi. Expenses or reimbursements to or on behalf of related entities for allowable indirect costs
 - vii. Expenses or costs reimbursed by other funds with respect to amounts paid by CSCD for services
 - viii. Fines and penalties
 - ix. Fundraising, marketing, advertising (advertising is allowable only for personnel vacancies or for procurement of goods and services)
 - x. Legislative expenses for payment to any elected official from funds received from CSCD
 - xi. Lobbying
 - xii. Payments to or on behalf of individuals related to principals of any affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD
 - xiii. Tobacco products
 - xiv. Firearms, ammunition, or firearm components

STANDARD CONTRACT PROVISIONS

Under any contract that may be awarded related to this proposal, Proposer shall provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the CSCD as specified in writing), and do all things necessary for, or incidental to, the provision of the substance abuse treatment and services listed in this proposal.

Prior to the furnishing of a formal contract to Proposer, CSCD reserves the right to revise or modify such contract format, terms and conditions as may be deemed appropriate under the circumstances. Any agreement between CSCD and the Proposer (s) selected to provide TAIP services will contain the following standard provisions:

1. Operational Plan: The proposal submitted in response to the proposal as finally negotiated and attached to the agreement becomes the Operational Plan by which the Proposer will be evaluated.
2. Performance Measures. Performance Measures, along with applicable adjustments, for TAIP services will be imposed based on the requirements outlined in this proposal. The Proposer will track and document client progress in regards to performance measures and evaluation criteria submitted in the **Operational Plan**.
3. DSHS Licensure. A DSHS facility license (as applicable) for Detoxification and Intensive Residential status. Proposers contracting with the CSCD must maintain appropriate DSHS licensure for the term of the contract. **Proposer must notify CSCD within 48 hours of all DSHS licensure violations, including pending allegations.**
4. Negotiation. CSCD can negotiate with the Proposer during the term of the Agreement to establish new performance measures or evaluation criteria that both parties agree reflect the quantity or quality of service.
5. Diagnosis. In its treatment of clients, Proposer shall:
 - a) Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment to be provided;
 - b) Coordinate with CSCD to identify needs of clients that are beyond the scope of the Proposer's services and make appropriate referrals in such circumstances; and
 - c) Develop and implement procedures for services (or referrals) for clients with dual diagnosis and/or mental and physical disabilities.
6. Participation. In order to ensure maximum participation of clients in its program, the Proposer shall:
 - a) Contact CSCD within twenty-four (24) hours whenever any Client fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures;
 - b) Document on a weekly basis the client's level of participation and compliance with treatment goals and objectives; and
 - c) Maintain a signature log of all face-to-face contacts with the client. The log must contain what service was performed, the time, date, and be signed by the counselor and the client.
7. Discharge. The discharge of any client shall be made in accordance with the following:
 - a) **Prior** to discharge, Proposer shall schedule and coordinate with client's Community Supervision Officer (CSO) or designee to evaluate if any additional services are required for client. A copy of each client's discharge plan and discharge summary shall be submitted to CSCD within three (3) days of discharge; and

- b) Under no circumstances may Proposer discharge any client without having furnished CSCD with prior written notification thereof.
8. Referrals. The CSCD retains control over the clients referred to the Proposer for the provision of TAIP services. If the client is determined to be in need of additional or different treatment services, the client is to be referred back to the CSCD for further action. The process by which this action will occur shall be addressed in the proposal submitted in response to this proposal.
9. Court Testimony. Proposer agrees to provide testimony in court, if required, at no additional cost to the CSCD.
10. Policies and Procedures. The services for clients shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, documentation of services, and incident reporting and resolution, which shall be in writing and available to CSCD prior to implementation. Proposer shall notify the CSCD in writing of deviations from such policies and procedures, whether temporary or permanent.
- a) All incidents involving the safety of clients or others (including agency staff or other clients) must be reported to the Supervising Community Supervision Officer (CSO) and the TAIP Team Leader **within twenty-four (24) hours or the next working day**.
11. Orientation and HIV Counseling. Proposer shall provide orientation to clients regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions outlined in the DSHS Licensure Rules and CSCD requirements.
12. CSCD Approvals Required. Under the following circumstances, Proposer shall obtain the CSCD's written approval prior to exceeding thirty (30) days of intensive residential treatment and five (5) days of transitional residential treatment.
13. Coordination with CSCD. Proposer shall coordinate the following tasks with the CSCD:
- a) Develop alternatives to be utilized for incidents of non-compliance with program rules;
- b) Submit monthly progress reports on each client to the supervising community supervision officer, indicating progress and compliance/non-compliance with program;
- c) Participate in meetings as the CSCD directs; and
- d) Comply with CSCD operational policies and procedures and/or the State program.
14. No-Shows. The CSCD will only pay per diem rates for clients housed at the facility.
15. Other: The Proposer must:

- a) Notify the CSCD within three (3) working days of any scheduled DSHS monitoring visits and provide the CSCD copies of DSHS's monitoring results within three (3) working days of receipt.
 - b) Respond within (3) three working days to any verbal or written requests from the CSCD regarding program clients or Proposer staff.
 - c) Notify the CSCD immediately prior to providing treatment, if any clients have additional treatment needs such as, but not limited to, interpreting services for the deaf and mental health services.
16. Legal Status. Proposer (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.
17. Authorization. The making and performance of this agreement have been duly authorized by all necessary action and will not violate any provision of current law or Proposer's charter or by-laws. The Agreement has been duly executed and delivered by Proposer and, assuming due execution and delivery by CSCD, constitutes a legal, valid, and binding agreement enforceable against Proposer in accordance with its terms.
18. Taxes. Proposer has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.
19. No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of Proposer and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, Proposer certifies that it is not ineligible to receive the Payments and acknowledges that this Agreement may be terminated and Payments may be withheld if this certification is inaccurate.
20. Non-Discrimination. In the performance hereof, Proposer warrants that it shall not discriminate against any employee, or Client on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS.
21. Non-Collusion. Proposer warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this Agreement with CSCD, and

Proposer has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, CSCD shall have the right to terminate this Agreement without liability or at its discretion to deduct from payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

22. Safety Requirements. Proposer shall maintain the physical facility where TAIP services are provided in accordance with applicable state of Texas guidelines.
23. Health and Safety. Proposer shall ensure that adequate measures are taken to protect the health and safety of each client while receiving services.
24. Staff Training. Proposer shall ensure that all staff providing direct services receive twenty (20) hours of continuing education and training annually in substance abuse treatment related issues. The type of training and the number of hours shall be documented and maintained on file with the Proposer.
25. Duties and Obligations. Proposer shall provide the services at the facility (ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of services by CSCD in the event of Proposer's bankruptcy or inability to perform its duties hereunder.
26. Visitation by State Employees. Proposer shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the CSCD and/or the Texas Board of Criminal Justice to monitor the delivery of services and contract compliance of the Proposer.
27. No Subcontractors. No subcontractor may be utilized by Proposer.
28. Placement of Clients. CSCD shall have sole authority to assign and transfer clients to and from the facility or program, as appropriate, and may specify services for any such clients during the term of this agreement.
29. Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any client through this Agreement shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the client's written consent as documented by a signed information release form. Proposer shall notify CSCD in writing if any legal process requiring disclosure of a client's record and shall obtain written acknowledgment of same from CSCD's Authorized Representative.
30. Termination at Will. Either party may terminate this Agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party written notice. CSCD's has no further obligation for terminating this agreement pursuant to

this section. Proposer's obligation for terminating this agreement pursuant to this section shall be to provide services until the date of termination and to assist in the transition of clients to another treatment agency. Proposer will not be entitled to any other compensation from the CSCD.

31. Record Retention. All records shall be the property of CSCD. All records (electronic or paper) pertinent to the provisions of services hereunder shall be retained by the Proposer for a period of five (5) years with the following qualification: If any audit, litigation or claim is started before the expiration of the five (5) year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after client has made the final payment for treatment services.
32. Administrative Controls. Proposer shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this Agreement.
33. Executive Director Role. The appropriate entity of Proposer shall bear full responsibility for the integrity of the program personnel, including established separated duties, where required, including accountability for all payments, compliance with CSCD policies, and applicable federal and state laws and regulations. Ignorance of any proposal or agreement provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
34. Conflict of Interest. Proposer shall not refer clients for additional services without prior written approval of the CSCD. Proposer shall develop and implement written internal policies that may be reviewed by the CSCD to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the Proposer for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.
35. Remuneration. Staff of Proposer shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a client for treatment or engage in fee-splitting with other professionals.
36. Independent Audit. Proposer whose total funding from CSCDS statewide exceeds \$100,000 must provide an independent audit, prepared by a Certified Public Accountant, on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to the CSCD by December 31 following the end of the fiscal year.
37. Audits. Proposer agrees to furnish CSCD with such information as may be required relating to the services rendered hereunder. Proposer shall permit CSCD to audit and inspect records and reports and to evaluate the performance of services at any time. Proposer shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program

activities, services, and expenditures, including cooperation with CSCD in its performance of random or routine audits to determine the accuracy of Proposer reports.

38. Disclosure. Proposer is required to immediately, or timely, as the case may be, disclose to CSCD the following:
 - a) If any person who is an employee or director of Proposer is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, Proposer shall provide to CSCD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
 - b) If any Person who is an employee or director of Proposer is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
 - c) Report any actions or citations by federal, state, or local governmental agencies that may affect Proposer's licensure status or its ability to provide services hereunder.

39. Withhold Payments. The CSCD may withhold payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by Proposer. Proposer agrees to return any unearned amounts paid by the CSCD within thirty (30) days following the final date of the contract period, or at the CSCD'S option, within thirty (30) days following the CSCD'S delivery to Proposer a notice that amounts paid are to be returned to CSCD.

40. Accounting Records. Proposer agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with the TAIP in accordance with fund accounting principles.

41. Payments to Proposer. The Proposer shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from CSCD based thereon, subject to the provisions in this Agreement. The Proposer must maintain a signature log of all face-to-face contacts with the client. The log must contain information regarding the name of the client, what service was performed, the time, date, and must be signed by the counselor and the client. CSCD agrees to pay Proposer within thirty (30) days after receipt of the Monthly Invoice.

42. Peer or Group-Controlled Meetings. The Proposer shall not, under any circumstances, bill the CSCD for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements. A peer or group-controlled meeting is any counseling session carried out in the absence of a trained facilitator, regardless of the length of the absence.

43. Specific Measures. All terms of this agreement are subject to monitoring and verification; however, the Proposer must have records available for the CSCD's inspection to support performance of the measures outlined in this proposal, or refund the CSCD the specified adjustments.

44. Hiring Practices: Facilities must conduct an NCIC/TCIC criminal background check for all employees that provide direct services or have access to information regarding TAIP referred clients. This requirement is for existing and new employees hired throughout the contract year. If the Proposer finds a history of criminal activity, they must contact the CSCD within forty-eight (48) hours of receiving results. Employees of the Proposer that are on active status with a probation department (state or federal) cannot provide direct substance abuse treatment services to TAIP clients. The CSCD will require periodic updates to criminal background record checks of existing Proposer staff.
45. Client Labor. The Proposer cannot hire a current or former client until the client has been discharged from active treatment for a period of at least two (2) years.
46. Equipment. The title to any equipment purchased in excess of \$1,000.00 per unit cost (e.g., keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice (TDCJ) if such equipment is purported to be a direct expense to the program based on the Proposer budget submitted. Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ.
47. Misspent Funds. The Proposer will refund expenditures of the Proposer that are contrary to this Agreement and deemed inappropriate by the CSCD or designee.
48. Other Revenues for Additional Services. Proposer may collect additional revenues from other sources only for services exceeding those requirements of TAIP services.
49. Other Revenue for Proposed Services. As per Government Code Section 76.017 (e), services provided to client referred under TAIP services are billable only if no other public or private funds are available to the client. The prices quoted in this agreement are the full cost of treatment. Any fees, or other revenues collected on behalf of the client for services provided for under this Agreement must be used to reduce cost per unit of service per client.
50. Discharges for Client Absence. Clients on furlough or on an allowed absence from a residential facility in excess of forty-eight (48) hours will be terminated and readmitted upon his/her return.
51. Residential Services Billed According to Midnight Strength Rule. Proposer (s) shall charge the CSCD for clients according to the Midnight Strength Report.
52. TDCJ-CJAD Substance Abuse Standards. Proposer(s) contracting with the CSCD for substance abuse treatment in a community corrections facility (CCF) must comply with the TDCJ-CJAD Substance Abuse Standards.
53. Default by Proposer. Each of the following shall constitute an Event of Default on the part of Proposer:

- a) A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of Proposer of written notification thereof;
 - b) (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
 - c) The discovery by CSCD that any statement, representation of warranty in this Agreement is false, misleading, or erroneous in any material respect.
54. Remedy of CSCD. Upon an Event of Default by CSCD, Proposer's sole remedy shall be to terminate this Agreement. Upon such termination, Proposer shall be entitled to receive payment from CSCD for all services satisfactorily furnished hereunder up to and including the date of termination.
55. Remedy of Proposer. Upon an Event of Default by CSCD, Proposer's sole remedy shall be to terminate this Agreement. Upon such termination, Proposer shall be entitled to receive Payment from CSCD for all Services satisfactorily furnished hereunder up to and including the date of termination.
56. Agreement Subject to Availability of Funds. This Agreement is subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this Agreement shall be subject to immediate modification, reduction or termination.
57. Insurance. Proposer shall provide an adequate plan of insurance that provides: (1) coverage to protect CSCD and the State against all claims, including claims based on violations of civil rights arising from the Services performed by Proposer; (2) coverage to protect the State from actions by a third party against Proposer or any subcontractor of Proposer; and (3) coverage to protect the State from actions by officers, employees, or agents of Proposer or any subcontractor(s). Proposer shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of CSCD, the State and Proposer with the amounts and coverage's as required by law, in accordance with the following:
- a) Claims that may arise out of or result from Proposer's actions/operations hereunder, whether such actions/operations are by Proposer or by a subcontractor of Proposer, or by anyone directly or indirectly employed by or acting on behalf of Proposer or a subcontractor where liability may arise for:

- 1) Claims for damages because of bodily injury, occupational sickness or disease, or death of any Proposer employees;
 - 2) Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by Proposer, or by (b) any other Person;
 - 3) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
 - 4) Claims for damages based on violations of civil rights;
 - 5) Claims for damages arising from fire and lightning and other casualties.
- b) Proposer shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, Proposer shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
 - c) Certifications/policies of insurance shall be filed with CSCD prior to execution of this agreement. Proposer shall notify CSCD within fifteen (15) days of cancellation of any policy required herein.
 - d) Compliance with the foregoing insurance requirements shall not relieve Proposer from any liability under the indemnity provisions.
 - e) Proposer shall deliver or have delivered to the CSCD certificate(s) and or policy (ies) of insurance upon execution of a contract and any updates on certificates(s) and/or policies are also requested to be delivered to the CSCD.
 - f) Proposer's compliance with the above insurance requirements shall not relieve Proposer from any liability.
58. Indemnification. Proposer shall indemnify and hold the CSCD, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of Proposer in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of Proposer, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, Proposer, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of CSCD, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

59. Independent Contractor. is associated with CSCD only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, Proposer is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for CSCD whatsoever with respect to the indebtedness, liabilities, and obligations of Proposer or any other party. Proposer shall be solely responsible for (and CSCD shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by Proposer, arising out of Proposer's association with CSCD pursuant hereto, and Proposer shall indemnify and hold CSCD harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.
60. Termination for Cause. The CSCD may terminate this agreement immediately if Proposer or any of its employees commit an unethical violation.
61. Severability. If any provision is found to be invalid, the remaining provisions shall nevertheless remain in effect. Each paragraph and provision of any Agreement between the CSCD and Proposer shall be severable from the entire Agreement.
62. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
63. Prohibition Against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties.
64. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.
65. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed given when faxed (with confirmation that transmission was received) or sent by certified mail (return receipt requested, postage paid). Proposer will be required to notify CSCD of changes in staff, location, phone number, or any circumstances that may impede the provision of services or contact by the CSCD.
66. Entire. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

67. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
68. Headings. The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof.
69. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
70. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

BACKGROUND INVESTIGATIONS

- Proposer's employees and staff members located in the State of Texas, including Account managers, customer support personnel, and other personnel, who provide services or have access to information regarding services provided under any agreement shall be subject to a criminal background investigation and acceptance by the CSCD. Proposer will be required to furnish to the CSCD the personal identification information, as well as signed release forms, for current employees/staff in the State of Texas within ten (10) days from the date of execution of any contract with CSCD and upon Proposer's selection of new employees/staff members.
- Proposer shall make available to CSCD, within ten (10) days from the execution of any agreement and upon Proposer's selection for new employees /staff members, a report on any criminal activity appearing as a result of the background investigation conducted by Proposer on current or new employees/staff members (See Appendix V).
- Proposer will immediately notify CSCD if any employee of Proposer is arrested during the term of any agreement. At the request of CSCD, Proposer's employees providing services or having access to information regarding services provided under any agreement, will be subject to a criminal history background check prior to CSCD's exercise of its option to renew any agreement for an additional 12 month period.
- Proposer will ensure that only those employees who have provided to CSCD a signed release form, have had a criminal history background check, and have been accepted by CSCD, will be authorized to provide services under the terms of this proposal.
- Employees under the supervision of the CSCD are not eligible to provide services or have access to information related to the clients referred for TAIP services.

PROPOSAL EVALUATION FACTORS

CSCD will consider many evaluation factors (of which cost is only one factor and a history of working with probationers or other offender clientele is another), and will receive proposals from all responsible applicants. The ultimate objective of CSCD is to enter into a contract that is most favorable and cost effective to the client. A weighted evaluation criterion, utilizing a numeric score, will be used by the CSCD to review the proposals.

The following evaluative factors will be used to assess a numeric rating for each proposal:

- The proposed price per unit of service (Total Possible Points = 10)
- The manner and extent to which the minimum requirements for TAIP services will be met or exceeded (Total Possible Points = 20)
- Completion of all aspects and information requested in this proposal and the attachments thereto (Total Possible Points = 10)
- Proposer's qualifications (e.g., Experience/Licenses/Certifications of management and staff) (Total Possible Points = 10)
- Evidence of Proposer's previous accomplishments in providing substance abuse services and treatment within the last five (5) years (Total Possible Points = 5)
- Evidence that curriculum is based on a therapeutic model proven to be effective in rehabilitating the target population (Total Possible Points = 25)
- Proposer's program performance measures, evaluation, and monitoring procedures for the established therapeutic program (Total Possible Points = 10)
- Proposer's adequacy and extent of financial resources and insurance coverage(s) (Total Possible Points = 5)
- Proposer's availability to provide service at multiple times and convenient hours to target population (Total Possible Points = 5)

The CSCD's proposal review process may include a pre-award site visits to any and all of Proposer's facilities.

§163.40 SUBSTANCE ABUSE TREATMENT STANDARDS

(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Admission - The administrative process and procedure performed to accept an offender into a treatment program or facility.

(2) Aftercare – Counseling and community based support services that are designed to provide continued support for treatment delivered in a residential or outpatient program

(3) Aftercare Caseloads – Supervision and support services for offenders who have completed a substance abuse treatment program.

(4) Assessment – A process conducted by a qualified credential counselor (QCC) trained to administer a structured interview to determine the nature and extent of an offender's chemical abuse, dependency, or addiction, to assist in making an appropriate referral. Other criminogenic risks/needs will be assessed and incorporated into the individual treatment plan.

(5) Best Practices – In these standards, Best Practices are evidence-based substance abuse treatment programs that address concepts such as criminogenic risks/needs, responsibility and cognitive-behavioral treatment, and programs that possess the following hallmarks.

(A) validated treatment assessments that include criminogenic risks/need factors;

(B) a treatment regimen that focuses on changing criminogenic risks/needs, behaviors, and thinking patterns;

(C) a treatment regimen that includes a specific, cognitive-behavioral program that has been recognized in professional criminal justice journals;

(D) responsibility in addressing offenders' needs and employment of qualified staff; and

(E) measurable outcomes to reduce substance abuse, dependency or addiction and other criminogenic risks/needs.

(6) Chemical Dependency - Substance-related disorders as that term is used in the most recent published edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM).

(7) Continuum of Care - A system that provides for the uninterrupted provision of essential services from initial assessment through completion of treatment

(8) Counseling - Face-to-face interactions between offenders and counselors to help offenders identify, understand, and resolve their personal issues and problems related to their substance abuse or chemical dependency. Counseling may take place in groups or in individual meetings.

(9) Counselor - A qualified credentialed counselor, graduate or counselor intern working towards licensure that would qualify them to be a qualified credentialed counselor (QCC).

(10) Counselor Intern - An advanced student or graduate in a professional field gaining supervised professional experience.

(11) Criminogenic Risk/Needs – Dynamic risk factors that are directly related to crime production, such as antisocial peers; antisocial beliefs, values and attitudes; substance abuse, dependency or addiction; anger/hostility; poor self-management skills; inadequate social skills; poor attitude toward work/school; and poor family dynamics.

(12) Detoxification - Chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in an offender's body, manage withdrawal symptoms, and encourage the offender to continue ongoing treatment for chemical dependency.

(13) Direct Care Staff – Staff responsible for providing treatment, care, supervision, or other direct client services that involve face-to-face contact with an offender.

(14) Discharge – Formal, documented termination of services.

(15) Discharge Summary – A written report of the offender's progress and participation while in treatment, including a discharge plan that provides an aftercare/supervision plan designed to sustain progress for offenders successfully completing treatment.

(16) Education - Educational instruction; a planned, structured presentation of information which is related to substance abuse or chemical dependency. Education is not considered counseling.

(17) Emergency - A situation requiring immediate attention and action to treat or prevent physical, or emotional, harm, or illness.

(18) Evaluation – A process conducted by a CSO trained to administer the TDCJ-CJAD Substance Abuse Evaluation (SAE) instrument to determine the nature and extent of an offenders chemical abuse, dependency or addiction to assist in making an appropriate referral. Other criminogenic risk/needs will be assessed and incorporated into the individual treatment plan.

(19) Facility - The physical location of the treatment program operated by, for, or with funding from the TDCJ-CJAD. Some locations may be secured facilities for in-patient treatment; other programs may be offered at locations as outpatient treatment.

(20) Graduate – A counselor intern who has successfully completed education and work experience requirements prior to licensure by the Texas Department of State Health Services (formerly Texas Commission on Alcohol and Drug Abuse).

(21) Grievance - A formal complaint limited to matters affecting the complaining offender personally and limited to matters that the facility/program has the authority to remedy.

(22) Intake – The process of gathering information to determine if an offender is eligible and appropriate for services, and providing information to the offender about a program's services and rules.

(23) Life Skills Training – A structured program of training, based upon a written curriculum and provided by qualified staff designed to help offenders with social competencies, such as communication and social interaction, stress management, problem solving, decision making, and management of daily responsibilities.

(24) Primary Counselor - An individual working directly with and being responsible for the treatment of the offender.

(25) Qualified, Credentialed Counselor (QCC) - A licensed chemical dependency counselor (LCDC) or one of the following professionals:

- (A) licensed professional counselor (LPC);
- (B) licensed master social worker (LMSW);
- (C) licensed marriage and family therapist (LMFT);
- (D) licensed psychologist;
- (E) licensed physician (MD or DO);
- (F) licensed physician's assistant;
- (G) certified addictions registered nurse (CARN); or
- (H) licensed psychological associate; and
- (I) nurse practitioner recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with specialty in psych-mental health (APN-P/MH).

(26) Responsivity – Matching the characteristics of the offender with the program modality, and the knowledge, skills, and abilities of the staff. It includes offender's learning style and readiness for treatment; the quality of the treatment relationship; and the staff's therapeutic approach, cultural competency, use of reinforcement, and modeling.

(27) Screening – The initial stage of a process in which it is determined if an offender has a chemical dependency problem that may require further assessment or evaluation.

(28) Senior Counselor/Unit Manager/Unit Supervisor - A supervisory staff member who directs, monitors, and oversees the work performance of subordinate staff members.

(29) Special Needs Populations - Offenders who have significant problems in the areas of mental health, diminished intellectual capacity, or medical needs.

(30) Structured Activity – A planned, interactive, scheduled event that is overseen by staff in which participants actively take part in an activity related to recovery, health, life skills, or interpersonal skills.

(31) Treatment - A planned, structured, and organized program, either residential or non-residential, designed to initiate and promote an offender's chemical-free status or to maintain the offender free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from chemical dependency that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning lost due to chemical dependency.

(32) Treatment Team – The treatment team shall consist of at least the offender, the offender's counselor, a CSO and/or residential CSO (when appropriate).

(b) Compliance. Compliance with TDCJ-CJAD substance abuse treatment standards is required of all programs that provide substance abuse treatment and are funded directly or indirectly or managed by TDCJ-CJAD. **Programs and facilities providing only substance abuse education are not subject to these standards.**

(c) Personnel & Staff Development/Accreditation. The employer shall ensure that employees acquire and maintain any credentials, licensing, certifications, or continuing education required to perform their duties, with copies kept in their personnel files.

(d) Admissions and Removals.

(1) Eligibility – Programs shall have written eligibility criteria specific to the services and mission of the program. Offenders may be admitted into a program only by order of the court and only if they meet the minimum eligibility criteria as outlined in the program policies, licensure or CJAD approved program design. Offenders found to be ineligible for admission within 10 days of arrival at the program shall not be counted in program admissions.

(2) There shall be documentation of specific admission criteria and procedures. Offenders are eligible for substance abuse treatment programs if:

- (A)** there is responsivity between the treatment services provided by the program and the offender's criminogenic risks/needs, or
- (B)** a court orders the offender into the program and the subsequent assessment indicates the need for treatment services; or
- (C)** the program allows readmissions and the offender meets the admission criteria.

(3) For offenders who are placed in treatment programs who do not meet admission or eligibility criteria, a mechanism or procedure shall be developed for offender removal. A review and justification explaining the reason the offender does not meet admission criteria shall be required with copies kept in the offenders file. Offenders who do not meet eligibility criteria will be considered ineligible and shall not be counted as "discharged."

(e) Intake. There shall be written policies and procedures establishing an intake process to determine eligibility for offenders entering a substance abuse treatment program. The intake process must be completed within ten working days of an offender's arrival in a program.

(f) Initial Assessment Procedures. Acceptable and recognized assessment tools shall be used in all substance abuse treatment programs within ten working days from date of admission. Assessment policies and procedures shall require the use of approved clinical measurements and screening tests. If the screening identifies a potential mental health problem, the facility shall obtain a mental health assessment and seek appropriate mental health services when resources for mental health assessments and services are available internally or through referral at no additional cost to the program. Assessment procedures shall include the following:

- (1) identification of strengths, abilities, needs and substance preferences of the offender;
- (2) summarization and evaluation of each offender to develop individual treatment plans;
- (3) assessments completed by a QCC, or if the assessor is a Counselor Intern, then the documentation must be reviewed and signed by a QCC.

(g) Assessments. The assessment shall include:

- (1) a summary of the offender's alcohol or drug abuse history including substances used, date of last use, date of first use, patterns and consequences of use, types of and responses to previous treatment, and periods of sobriety;
- (2) family information, including substance use and abuse by family members and supportive or dysfunctional relationships;
- (3) vocational and employment status, including skills or trades learned, work record, and current vocational plans;
- (4) health information, including medical conditions that present a problem or that might interfere with treatment;
- (5) emotional or behavioral problems, including a history of psychiatric treatment;
- (6) educational achievement level;
- (7) intellectual functioning level;
- (8) responsivity analysis; and
- (9) a diagnostic summary signed and dated by a QCC.

(h) Orientation. Each program shall establish written policies and procedures for the orientation process. Orientation shall be provided at the onset of treatment and in accordance with the level of treatment to be provided. The orientation shall relay information concerning program rules, the grievance procedure, and the steps necessary for offenders to complete treatment successfully.

(i) Offender Rights. The offender's basic rights shall be respected and protected, free from abuse, neglect, exploitation, and discrimination. Each provider shall have written policy and procedure to ensure protection of the offender's rights according to federal and state guidelines.

(j) Release of Information. There shall be written policies and procedures for protecting and releasing offender information that conforms to federal and state confidentiality laws. The staff shall follow written policies and procedures for responding to oral and written requests for offender-identifying information.

(k) Offender Records. There shall be written policies and procedures regarding the content of offender treatment records. Residential programs shall maintain separate individual treatment records for offenders. Case records, whether residential or outpatient, shall include the following information at a minimum:

- (1) court order placing the offender into the program;
- (2) initial intake information form;
- (3) referral documentation;
- (4) case information from referral source, if applicable;
- (5) release of information forms;
- (6) relevant medical information;
- (7) case history and assessment including risk and needs assessment and Strategies for Case Supervision if required;
- (8) individual treatment plan;
- (9) evaluation and progress reports; and
- (10) discharge summary.

(l) Offender Records Review Policy. There shall be written policies and procedures to govern the access of offenders to their own substance abuse treatment records in accordance with Texas Health & Safety Code and 42 CFR part 2 (Code of Federal Regulations). This access does not apply to criminal justice records. Restrictions to access treatment records shall be specified and explained to offenders upon request. Exceptions must involve the potential for harm to the offender or others.

(m) Treatment Planning and Review. Initial individual Treatment Plans will be completed by the counselor collaborating with the offender within ten working days from the date of an offender's admission to a Community Corrections Facility (CCF), County Correctional Center (CCC) or any other substance abuse treatment program or through a similar process approved by the Community Supervision and Corrections Department (CSCD). Substance abuse treatment shall be based on substance abuse, chemical dependency or addiction and other criminogenic risks/needs identified through assessments and revised according to the offender's successful resolution of those substance abuse, chemical dependency or addiction and other criminogenic risks/needs. Treatment plans shall include criteria for discharge that are based on the achievement of treatment plan goals and shall be reviewed at timely intervals with a minimum of once each month or when major changes occur (e.g., change in stage). The treatment planning and review process shall ensure that:

- (1) the primary counselor meets with the offender as needed to review the treatment plan, evaluating goal progress and revisions;

- (2) all revised treatment plans be signed and dated by the counselor and the offender; and
- (3) results of the review are documented and placed in the treatment file, with a copy to the CSO.

(n) Treatment Progress Notes. There shall be written policies and procedures to require all programs to record and maintain progress notes on all offender case records, document counseling sessions, and to summarize significant events that occur throughout the treatment process. Progress notes shall be documented at a minimum of once each week.

(o) Changes in Treatment Stages. Each treatment program shall develop written criteria based on achievement of treatment plan goals for an offender to advance or regress from a stage of treatment. An offender must meet the criteria for a change in the stage of treatment before such a change or a discharge is implemented. The treatment team shall confer when the offender is subject to a major setback in the program and prior to discharge.

(p) Discharges from Treatment. Discharge from a program shall be based on the following criteria:

- (1) Successful Discharge – the offender has made sufficient progress towards meeting the objectives of the Treatment Plan, including addressing criminogenic risk/needs and program requirements;
- (2) Administrative Discharge - the offender has satisfied a period of placement as a condition of community supervision, the offender is removed by order of the court or the offender is removed by operation of law for conduct occurring prior to admission into the program;
- (3) Unsuccessful Discharge - the offender has demonstrated non-compliance with the program criteria or court order, including absconding from the program; or
- (4) Medical Discharge - the offender manifests a medical or psychological problem, including death, that prohibits participation or completion of the program requirements.

(q) Discharge Plan. The treatment team shall adopt a discharge plan for each offender prior to successful discharge. The discharge plan shall be sent to the offender's supervision officer within seven days after discharge and provide a summation of:

- (1) clinical problems at the onset of treatment and original diagnosis;
- (2) the problems or needs and strengths or weaknesses identified on the master treatment plan;
- (3) the goals and objectives established;
- (4) the course of treatment;
- (5) the outcomes achieved; and

- (6) a continuum of care/relapse plan for aftercare treatment, which must be prepared with the offender and a family member or significant other, if appropriate and available.

(r) Discharge Summary. A Discharge Summary shall be prepared for all offenders who leave the program as an unsuccessful, administrative or medical discharge. The summary shall include elements (1) – (6) of the Discharge Plan.

(s) General Program Services Provisions. Specific services shall be required of all substance abuse treatment programs. Written policies and procedures shall ensure the following standards are met.

- (1) All substance abuse services shall be delivered according to a written treatment plan that has been developed from the offender's assessment;

- (2) Group counseling sessions are limited to a maximum of sixteen offenders. Group education and life skills training sessions are limited to a maximum of thirty-five offenders. These limits do not apply to multi-family educational groups, seminars, outside speakers, or other events designed for a large audience.

- (3) All programs shall employ a QCC.

- (4) All counselor interns shall work under the direct supervision of a QCC.

- (5) Chemical dependency counseling must be provided by a QCC, graduate or counselor who has the specialized education, training, or expertise in the subject matter to be delivered. Chemical dependency education shall be provided by counselors or individuals who have the specialized education, training, or expertise in the subject matter to be delivered.

- (6) Direct care staff shall be awake and alert on site during all hours of program operation.

- (7) Residential programs shall have at least one counselor on duty at least eight hours a day, five days a week.

- (8) Offenders in residential programs shall have an opportunity for eight continuous hours of sleep each night. Staff shall conduct and document at least three checks while offenders are sleeping.

- (9) The program shall include a culturally diverse curriculum applicable to the population served and shall be evidenced through demonstrated, appropriate counseling and instructional materials.

- (10) Members of the offender treatment team shall demonstrate effective communications and coordination, as evidenced in staffing, treatment planning and case-management documentation.

- (11) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

- (A) conformity with state regulations; and

- (B)** documentation of the administration of medications, medication errors, and drug reactions.

(12) Chemical dependency education and life skills training shall follow a course outline that identifies lecture topics and major points to be discussed. All educational sessions shall include offender participation and discussion of the material presented.

(13) The program shall provide education about the health risks of tobacco products and nicotine addiction.

(14) The program shall provide HIV, Hepatitis B and C and Tuberculosis education based on the Model Workplace Guidelines for Direct Service Providers developed by the Texas Department of State Health Services.

(15) Offenders shall have access to HIV counseling and testing services directly or through referral, as follows:

- (A)** HIV services shall be voluntary, anonymous, and not limited by ability to pay.
- (B)** counseling shall be based on the model protocol developed by the Texas Department of State Health Services.
- (C)** in all TDCJ-CJAD funded facilities, testing, as well as pre- and post-test counseling, is to be provided by the medical department or contracted medical provider.

(16) The program shall make testing and information, for tuberculosis and sexually transmitted diseases available to all offenders, unless the program has access to test results obtained during the past year, as follows:

- (A)** Services may be made available directly or through referral.
- (B)** If an offender tests positive for tuberculosis or a sexually transmitted disease, the program shall refer the offender to an appropriate health care provider and take appropriate steps to protect offenders and staff.
- (C)** A community corrections facility shall report to the local health department the release of an offender who is receiving treatment for tuberculosis.

(17) The program shall:

- (A)** Refer pregnant offenders who are not receiving prenatal care to an appropriate health care provider and monitor follow-through; and
- (B)** Refer offenders to ancillary services (such as mental health services) necessary to meet treatment goals.

(18) CSCDs that contract for services shall give preference to available programs that include the following elements of “Best Practices” in criminal justice treatment. CSCDs that conduct their own programs are required to incorporate the following elements of “Best Practices” in criminal justice treatment:

- (A) Validated treatment assessments that include substance abuse, dependency or addiction and other criminogenic risks/needs factors;
- (B) Treatment regimen that focuses on changing substance abuse, dependency or addiction and other criminogenic risks/needs, behaviors, and thinking patterns;
- (C) A treatment regimen that includes a specific, cognitive-behavioral program that has been recognized in professional criminal justice journals; and
- (D) Responsivity in addressing offenders' needs and employment of qualified staff.

(19) CSCDs that place offenders in substance abuse treatment programs shall ensure that offenders are referred to available aftercare services, giving preference to programs that incorporate "Best Practice" elements.

(t) Stages of Treatment. All CCFs providing substance abuse treatment shall designate in the current facility's Community Justice Plan (CJP) program proposal stages of treatment to be provided as described in sections (u) through (y) below.

(u) Detoxification. Offenders being referred to detoxification services must be referred to appropriately licensed service providers.

(v) Intensive Residential Treatment. Written policies and procedures shall ensure the following:

- (1) All offenders admitted to Intensive Residential Treatment. shall have written justification to support their admission, be medically stable, and able to participate in treatment.
- (2) The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed ten offenders.
- (3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide all required program services, maintain an environment that is conducive to treatment, and ensure the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.
- (4) Program counselors shall complete a comprehensive offender assessment and individual treatment plan within ten working days of admission.
- (5) The facility shall deliver not less than twenty-five hours of structured activities per week for each offender, including:
 - (A) Ten hours of chemical dependency counseling using a cognitive-behavioral approach with no less than one hour of individual counseling;
 - (B) Ten hours additional education, counseling, life skills, or rehabilitation activities; and

(C) Five hours of structured social or recreational activities.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) Each offender shall have an opportunity to participate in physical recreation at least weekly.

(8) Program staff shall offer chemical dependency education or services to identified significant others.

(9) The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured, supportive environment. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All direct care staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Components of the cognitive program shall at a minimum include:

(A) ways to identify thinking patterns; and

(B) a social skills training component.

(w) Supportive Residential Treatment. Written policies and procedures shall ensure the following:

(1) All offenders admitted to Supportive Residential Treatment shall have written justification to support their admission, be medically stable, and able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.

(2) The program shall have adequate staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed twenty offenders, unless the program can provide research-based evidence in writing to justify a higher caseload size based on the program design, characteristics, and needs of the population served, and any other relevant factors.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide for the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

(4) Counselors shall complete a comprehensive offender assessment and individualized treatment plan within ten working days of admission for all offenders.

(5) The program shall deliver no less than six hours per week of chemical dependency counseling with a cognitive-behavioral approach (one hour per month of which shall be individual counseling) for each offender.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. Components of the cognitive program shall at minimum include:

- (A)** ways to identify thinking patterns; and
- (B)** a social skills training component.

(x) Outpatient Treatment. Written policies and procedures shall ensure the following:

- (1)** All offenders admitted to Outpatient treatment programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.
- (2)** The program shall have adequate staff to provide offenders support and guidance to ensure effective service delivery, safety, and security. Staffing patterns shall be submitted to the funding entity.
- (3)** The program shall set limits on counselor caseload size to ensure effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the funding entity.
- (4)** Didactic groups shall not exceed thirty-five offenders in a group.
- (5)** Therapeutic groups shall not exceed sixteen offenders in a group.
- (6)** For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty calendar days of admission for all offenders.
- (7)** For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten calendar days of admission for all offenders.
- (8)** Intensive outpatient programs shall deliver no less than six hours per week of chemical dependency counseling with a cognitive behavioral approach.
- (9)** Supportive outpatient programs shall deliver no less than two hours per week of chemical dependency counseling.
- (10)** Counseling and education schedules shall be submitted to the funding entity for approval.
- (11)** The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings.

- (12) The outpatient treatment stages may be utilized for residents in the work release phase of any residential substance abuse treatment program.

(y) Special Needs Populations. Written policies and procedures shall ensure the following:

- (1) Programs that address the special mental health, intellectual capacity, or medical needs of offenders must provide appropriate treatment either by program staff or through contracted services.
- (2) Admission to a special needs program must be based on a documented mental health, intellectual capacity, or medical need.
- (3) When the assessment process indicates that the offender has coexisting disabilities / disorders, the Treatment Plan shall specifically address those issues that might impact treatment, recovery, relapse, and/or recidivism.
- (4) Personnel qualified in the treatment of coexisting disabilities / disorders shall be available.
- (5) Within ninety-six hours of admission to a special needs residential program, offenders shall be administered a medical and psychological evaluation.
- (6) Within ten days of admission to a residential program for special needs offenders, the program administrator or designee shall contact the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) regarding the offender's status. As soon as discharge date is projected, TCOOMMI shall be notified in writing of plans for a continuum of care after discharge, regardless of whether or not the discharge is for successful completion of the program.
- (7) Residential facilities providing services for special needs populations shall have procedures to provide access to health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments must rest with a single designated responsible physician licensed by the state.
 - (A) Services/treatment shall be directed toward maximizing the functioning and reducing the symptoms of offenders.
 - (B) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:
 - (i) conformity with state regulations;
 - (ii) documentation of the rationale for use and goals of service/treatment consistent with the individual plan of treatment;
 - (iii) documentation of the administration of medications, medication errors, and drug reactions; and
 - (iv) procedures to follow in case of emergencies.

- (8) There shall be procedures for documenting that the offender has been informed of medication management procedures.
- (9) Offenders shall be actively involved in decisions related to their medications.
- (10) Programs for special needs offenders must follow the same staffing for treatment levels as the levels for other offenders, except all residential programs shall maintain caseloads of no greater than sixteen offenders for each counselor.
- (11) Programs operating in residential facilities shall ensure that offenders will have no less than ten days of appropriate medication for use after discharge.

(z) Use of Force. The CSCD director and Facility director shall ensure that a residential treatment program has written policies, procedures, and practices that restrict the use of physical force to instances of self-protection, protection of offenders or others or prevention of property damage. In no event is the use of physical force against an offender justifiable as punishment. A written report shall be prepared following all used of force, and all such written reports shall be promptly submitted to the CSCD director and Facility director for review and follow-up. The application of restraining devices, aerosol sprays, chemical agents, etc. shall only be accomplished by an individual who is properly trained in the use of such devices and only in an emergency by any individual in self-protection, protection of others or other circumstances as described previously.

APPENDIX I

Vendor Budget Form Instructions FY 2006-2007 TAIP SUBSTANCE ABUSE TREATMENT SERVICES

TDCJ-CJAD will review requests for residential and outpatient substance abuse treatment programs and services to be funded from the CSCD's TAIP funds. As a part of TDCJ-CJAD's funding process, Proposer budgets will be reviewed to establish an allowable funding rate (e.g., bed-days, client hours) for programs, facility operations, and contracted placements. The TDCJ-CJAD approved Proposer budget will become a part of the contract (as a binding attachment) between the CSCD and the Proposer. Proper completion of the attached budget forms is imperative to establish a rate per unit and, thus, to receive funding. Please follow the instructions to facilitate the assignment of rates.

General Information:

1. Proposers must comply with the Residential Substance Abuse Treatment Standards as established by TDCJ-CJAD and with TCADA guidelines where applicable.
2. SATF Proposers must comply with the TDCJ-CJAD SATF guidelines.
3. For SATFs and CRTCs, Proposers must comply with TDCJ Substance Abuse Standards.
4. A separate Proposer budget must be submitted for each facility operated by the Proposer where applicable.
5. The cost justification must be established and rates set separately for each facility operated by the Proposer.
6. Any costs paid directly by the CSCD facility should not be included in the Proposer budget. Billings from the Proposer to the CSCD for contract placements must be based on **actual bed use**, not on a lump sum amount each month. Proposers may charge for the day a resident is admitted to the facility, but may not charge for the day of release from the facility.
7. Establishment of a daily rate is the main purpose of the Proposer budget. Items included in the Proposer budget must be reasonable, allowable, and necessary for program operations.
8. Proposer must comply with the attached list of unallowable expenditure items.
9. Depreciation schedules **must be attached** to the Proposer budget for any equipment items budgeted for this program.
10. Requirement for indirect and/or overhead allocation **attachment, either:**
 - Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all Proposer programs, number of programs to which allocated, and percentage allocated to the CSCD's program;

OR,

- A certified statement (or copy of approval letter) that the Proposer's allocation plan has been approved by another state or federal agency.
11. The Proposer must maintain a separate accounting system for the CSCD's program, and submit financial information to the CSCD and/or TDCJ-CJAD upon request regarding requested financial reports, fund balance information at the end of the fiscal year, etc.
 12. All records on Proposer expenditures must be maintained for auditing purposes, and any expenditure not properly documented may be disallowed.
 13. The rate is to be based on projected outputs. **The outputs should be expressed as Total Costs divided by Residential Bed-Days** (residential bed-days is calculated as number of beds x 365).

1) Personnel Salaries:

Please use the most logical and concise manner to convey the personnel cost of each program. Each person participating in the provision of services should be listed with the annual salary and the percent of time allocated to the program. Example:

<u>Position Title</u>	<u>Staff Name</u>	<u>Annual Salary</u>	<u>% Time</u>	<u>Total</u>
Supervisor	Jones, Bill	\$30,000	80%	\$24,000

2) Personnel Fringe Benefits:

FICA, SUTA, Medicare, medical, dental, retirement, workers compensation, and unemployment tax are considered fringe benefits. There may be others specific to your agency. Please list as appropriate. Some items may be carried as indirect costs under the Other expenditure line.

3) Personnel Training:

These costs are those associated with maintaining credentials and licenses, including registration fees and in-service training. In agencies that receive funding from multiple sources, please do not assign all training to this budget. Instead, use an assignment based on the percentage of time employees receiving training are dedicated to the CSCD's residential facility.

4) Personnel Travel:

This expenditure line item should include only travel by personnel in the performance of CSCD residential program related business and include staff mileage reimbursement (at no more than the IRS rate per mile), per diem meals, lodging, and public transportation costs. Travel costs for residents or personal travel is not allowable in this category. Travel to training should also be included. (Expenses for agency vehicles used to transport staff and residents should be listed under the Transportation expenditure line.)

5) Equipment:

This expenditure line item may include leased equipment, insurance, and annual depreciation of equipment used in this program. For any Proposer-owned equipment associated with the program, appropriate percentages may be depreciated and charged as an indirect cost in the □Other□ expenditure line. Appropriate depreciation schedules must be attached with indication of total indirect costs and the percentage charged to the CSCD program.

6) Transportation:

Transportation costs, such as gasoline, parking, etc., of transporting residents to and from facilities or related program activities are to be placed in this line item. Mileage logs will be required for audit purposes. Transportation costs associated with CSCD-owned vehicles will be paid from the CSCD facility budget.

7) Consumable Supplies:

This expenditure line includes office supplies, tests, educational supplies, posters, food for residents, housekeeping costs, postage, linens, resident medical supplies, urinalysis testing supplies, etc.

8) Other:

Included in this expenditure line are: profit, professional services (specify type of service), insurance, pest control service, janitorial, and miscellaneous indirect costs (please specify and attach an explanation of the allocation method and expenditure items included for indirect costs, along with the percentage applicable to the CSCD program).

9) Facility:

This line item includes items such as building rental, maintenance, insurance (content and liability), utilities, building depreciation or use allowance (attach schedule). Purchase or lease-purchase payments for facilities are not allowable expenditures from State funds.

All expenditures must be reasonable and allowable and related to the program. All records on Proposer expenditures must be maintained for auditing purposes, and any expenditure not properly documented may be disallowed. Proposers must maintain an accounting system in accordance with the line item categorization as outlined in the Proposer Program Budget (Request for Funding) for the CSCD-funded program.

REQUIRED ATTACHMENTS:

1. Depreciation schedule for any equipment items or building that are budgeted in this program budget.
2. "Use allowance" documentation applicable for equipment or buildings if included in this budget.

3. Either:

- Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all of Proposer's programs, number of Proposer programs to which allocated, and percentage allocated to the CSCD's program;

OR,

- A certified statement (or copy of approval letter) that the Proposer's allocation plan that has been approved by another state or federal agency.

APPENDIX II

Summary Budget for Purchase of Services
FISCAL YEAR 2006

Proposer: _____

City: _____

Contract Period: _____

COST CATEGORY	COST
Personnel – Salaries	\$
Personnel – Fringe Benefits	\$
Personnel – Training	\$
Personnel – Travel	\$
Equipment	\$
Transportation	\$
Consumable Supplies	\$
Other	\$
Facility	\$
TOTAL	\$

Total Units Service per Year (example: Bed days per year):

Cost Per Unit:

Show Computation:

BUDGET JUSTIFICATION

1. Personnel Salaries

Proposer:

Personnel--Salaries

Position or Title	Staff Name or Vacant	Annual Salary	% Time for Job	Total
TOTAL SALARIES				

Note: Use as many additional pages as needed

BUDGET JUSTIFICATION

2. Personnel Fringe Benefits

Proposer:

Fringe Benefits Based on Salaries Paid:	Total
FICA	\$
SUTA	
WORKMAN'S COMP.	
MEDICAL BENEFITS	
OTHER: (Describe)	
TOTAL FRINGE BENEFITS	\$

BUDGET JUSTIFICATION

3. Personnel Training

Proposer: _____

Purpose (List Conference Fees, Describe In-Service Training Costs)	Total
	\$
TOTAL PERSONNEL TRAINING	\$

BUDGET JUSTIFICATION

4. Personnel Travel

Proposer:

Purpose (List Staff Mileage and rate used, Per Diem and rate, Public Transport)	Total
	\$
TOTAL PERSONNEL TRAVEL	\$

BUDGET JUSTIFICATION

5. Equipment

Proposer:

Purpose (All Equipment will be purchased by CSCD residential facility.)	Total
	\$
TOTAL EQUIPMENT	\$

BUDGET JUSTIFICATION

6. Transportation

Proposer:

Purpose (List All Project Transportation Costs for Transport of Residents)	Total
	\$
TOTAL TRANSPORTATION	\$

BUDGET JUSTIFICATION

7. Consumable Supplies

Proposer:

Purpose (List All Consumable Supplies with Brief Description)	Total
	\$
TOTAL CONSUMABLE SUPPLIES	\$

APPENDIX III

UNALLOWABLE COSTS

The following items are not to be included in the Proposer's budget for rate justification and are not to be paid from funds received from the CSCD:

- Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, CSCD Substance Abuse Standards, TDCJ-CJAD Contract Guidelines, TCADA Requirements, U. S. Office of Management and Budget Circulars and other federal guidelines for the operation of for-profit and not-for-profit entities;
- Alcoholic beverages;
- Bad debts;
- Building or Land purchase, rental-purchase, lease-purchase, renovation;
- Cash payments to intended recipients of services;
- Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology;
- Expenses or reimbursements to or on behalf of Proposer-related entities for allowable indirect costs;
- Expenses or costs reimbursed to Proposer by other funds with respect to amounts paid by CSCD for Proposer services;
- Fines and Penalties;
- Firearms, Firearm components, and Ammunition;
- Fundraising; Marketing; and Advertising (Advertising is allowable only for personnel vacancies or procurement of goods and services only);
- Legislative expenses or payment to any elected official from funds received from the CSCD;
- Lobbying;
- Payments to or on behalf of individuals related to principals of any Proposer-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and
- Tobacco Products.

APPENDIX IV

**Vendor Request for Funding
FISCAL YEAR 2007**

VENDOR NAME (Name as Incorporated)

STREET ADDRESS CITY STATE ZIP

List any D.B.A. or A.K.A.'S E-MAIL ADDRESS

CONTACT PERSON TITLE TELEPHONE FAX

BUSINESS FORM of Vendor (Check applicable):
For Profit Corporation_____ Non-Profit Corporation_____ Partnership_____ Other_____
State where incorporated or formed: _____ Date of Incorporation or formation: _____

TYPE OF RESIDENTIAL FACILITY:

INDICATE ALL THAT ARE APPLICABLE: Total Number of Beds:_____ Male:_____ Female:_____

SPECIFIC NAME, PHYSICAL LOCATION, PHONE NUMBER AND NUMBER OF BEDS BY GENDER FOR EACH FACILITY OPERATED BY VENDOR:

Facility Name: _____ *Location:* _____ *Male Beds:* _____ *Female Beds:* _____

INSURANCE PROVIDER (S): _____

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

Signature of Authorized Official Title Date

**APPENDIX V
Background Checks**

_____ (List Agency Name) is required to furnish to CSCD the personal identification information outlined in this form and signed consent to release confidentiality forms, for current employees/staff within ten (10) days of being notified of approved provider status.

Name of Employee	Social Security #	Date of Birth	Height	Weight

Print Name of Executive Director/Owner

Signature of Executive Director/Owner

Date

***** THIS PAGE IS DUE WITHIN 10 DAYS OF BEING NOTIFIED OF APPROVED PROVIDER STATUS *****
*******PLEASE INCLUDE SIGNED RELEASES FOR EACH EMPLOYEE*******

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*

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
LUCY BALDERAMA, INVENTORY BID TECHNICIAN
ELVIA CONTRERAS, FORMAL BID BUYER

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?

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

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

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

RE: RFP #12-043, Detoxification and Substance Abuse Treatment for the WTCSCD (re-bid)

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 Veronica Escobar
Commissioner Anna Perez
Commissioner Sergio Lewis
Commissioner Tania M. Chozet
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Elvia Contreras, Formal Bid Buyer
Lucy Balderama, Inventory Bid Technician
Cynthia Morales-Caro, Director of Programs and Operations
Annalisa Davila, Deputy Director
Antonio Gomez, Deputy Director of Treatment

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 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
ELVIA CONTRERAS, FORMAL BID BUYER

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 915-543-3816 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, 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 Elvia Contreras or Lucy Balderama at 915-546-2048

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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.

OFFICE USE ONLY

Date Received

RFP # 12-043

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.

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**

**Detoxification and Substance Abuse Treatment for the WTCSCD (re-bid)
RFP #12-043**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Thursday, June 14, 2012. Did you visit our website (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 915-543-3816 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 form is not completed and filed with the County Clerk’s office, proposal will be considered non-responsive.**

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

_____ Did you complete the mandatory ethics training course and include a confirmation print as indicated in page 2?

_____ Did you provide one original and two (2) copies of your response?