



COUNTY OF EL PASO
County Purchasing Department
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

Notice to Interested Parties

Sealed bids will be received at the County Purchasing Department, 500 E. San Antonio, Suite PU500, El Paso, Texas 79901 before 2:00 p.m., Tuesday, June 13, 2006 to be opened at the County Purchasing Office the same date for Anger Management Program for the WTCS CD/Adult Probation Department.

Bids must be in a sealed envelope and marked:

"Bid to be opened June 13, 2006

Anger Management Program for the WTCS CD/Adult Probation Department

Bid #06-036"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Friday, June 2, 2006, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

Said contract shall be let to the lowest responsible bidder, and the **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE TECHNICALITIES.** Only bids that conform to specifications will be considered. Faxed bids will not be accepted. Successful bidder shall not order items or services until a Purchase Order is received from the County Purchasing Office. Payment will not be made on items delivered without a Purchase Order. Contract will be awarded by lump sum or line item, whichever is in the best interest of the County.

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

If the bid totals more than \$100,000.00, the bidder shall furnish a certified cashiers check made payable to the order of El Paso County 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 bid bond must be included with the bid at the time of the opening.

PITI VASQUEZ
County Purchasing Agent

BIDDING 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 bid, I hereby represent and warrant to El Paso County that I have read and understood the Bid Documents and the Contract Documents and this bid is made in accordance with the Bid Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – Bid # 06-036	
Anger Management Program for the WTCSCD/Adult Probation Department	
Vendor must meet or exceed specifications	
Description	Total Program Cost (per client)
Anger Management Program	\$
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 bid.	

_____ Company	_____ Address
_____ Federal Tax Identification No.	_____ City, State, Zip Code
_____ CIQ Document Number	_____ CIQ Sent Date
_____ Representative Name & Title	_____ Telephone & Fax Number
_____ Signature	_____ Date

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

COUNTY OF EL PASO, TEXAS

Solicitation Check List

**Anger Management Program for the WTCSCD/Adult Probation
Department
Bid #06-036**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Tuesday, June 13, 2006. 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 106, El Paso, TX 79901 or by fax to 915-546-2012 attention Joann) and write the confirmation number given as proof of filing on your bidding schedule? Please include the completed and signed form with your response whether a relationship exists or not.
- _____ If your bid totals more than \$100,000, did you include a bid bond?
- _____ Did you provide one original and five (5) copies of your response?
-

**Anger Management Program for
the WTCSCD/Adult Probation
Department**

Bid #06-036



**Opening Date
Tuesday, June 13, 2006**

Introduction

The West Texas Community Supervision and Corrections Department (hereafter called CSCD) is seeking agencies for placement on its approved provider list of Anger Management Programs. Services would be offered to offenders under various types of community supervision in the El Paso County Judicial District. A Bidder must offer a minimum of twenty-six (26) hours of group counseling services and meet all guidelines outlined in this Request for Proposals (RFP). Agencies and individuals that are currently on the approved provider list for Anger Management Programs must also submit a proposal to be considered for continued placement on the approved provider list. Failure by an agency currently listed on the Anger Management Approved Provider List to submit a proposal in response to this RFP will be removed from the Anger Management Approved Provider List.

Successful Bidders are required to sign a non-monetary agreement to provide services to all offenders referred by the CSCD. All services provided under this RFP are billable to the offender only. If an agreement is offered and furnished by CSCD, the proposal and the related operations information submitted in response to this proposal will be attached and incorporated by reference into such Agreement as entered into and executed by the parties. Under these circumstances, the Bidder's response to the RFP will govern the process, circumstances, and terms under which the Bidder's Anger Management Program will operate. If during the term of any agreement that may be offered and furnished to the Provider (s), services are not rendered in accordance with the requirements and specifications contained in this proposal, the agreement will be subject to cancellation. In the case of any actual or alleged disagreement, discrepancy, or conflict between the Agreement as entered into between CSCD and Provider (s) and the Provider's Operation Plan as incorporated therein, the language and provisions of the Agreement shall take precedence and prevail.

The CSCD or its representatives are not responsible for any errors or omissions, nor for the failure on the part of the Bidder to determine the full extent of the requirements of this application. 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.

ELIGIBILITY

Proposals will be accepted from agencies located in El Paso County, with a history of providing counseling services. The Bidder's agency must be the direct provider of the Anger Management Program, therefore no subcontracting is allowed. Bidder and employed staff must be legally qualified to perform anger management counseling and other services prior to the submission of a proposal and the agency must be in good standing in the State of Texas.

Employees eligible to provide direct counseling services related to this proposal must meet the following qualifications:

- ❖ One year paid work experience in the field of Family Violence and/or Anger Management Counseling;
- ❖ Bachelor's Degree from an accredited institution of higher education in criminal justice, corrections, counseling, social work, psychology, sociology, education or related field;
- ❖ Each facilitator must have attended a minimum of twenty-four (24) hours training in Family Violence and Anger Management Counseling. All facilitators must receive training specific to the curriculum that will be used for the Anger Management Program at the time of the closing date of the RFP. Curriculum based training certificates are acceptable if the training class was provided by the developers of the curriculum or other trainer (s) approved by the developers of the curriculum. If curriculum training is provided by an agency/individual other than the developers of the curriculum, the Bidder must provide documentation that the curriculum developers have authorized another agency/individual to provide the curriculum training.

Bidder must demonstrate eligibility to respond to this proposal by submitting individual degrees, training certificates (legibly noting the name and the location of the training and the number of hours received), and evidence of paid experience in the field of anger management for all staff identified to perform direct client services. The Bidder is also required to submit proof that an adequate number of counseling staff is employed to operate the Anger Management Program.

PRIMARY MISSION AND PURPOSE

The mission of the Anger Management Program is to address the client's ability to understand anger and recognize societal, emotional, and physical consequences, of uncontrolled emotions; and coping skills for managing anger appropriately.

PROGRAM REQUIREMENTS

The Bidder is required to meet the following program requirements if selected to be an approved provider for an Anger Management Program:

- ❖ A Bidder must utilize a standardized published anger management counseling curriculum that is culturally appropriate for the El Paso, Texas region. The curriculum for the Anger Management Program must provide a minimum of twenty-six (26) group hours over a period of thirteen (13) consecutive weeks. The Bidder must also provide individual sessions for developing an initial treatment plan and at least one (1) subsequent individual session to assess the anger problem and review the overall progress of the client in treatment. Bidder cannot include individual sessions as a part of the twenty-six (26) hour program. The Bidder

- must also incorporate the use of anger management logs/journals into their proposed program. Peer controlled, missed sessions, or cancelled classes will not be counted towards the required minimum of counseling hours.
- ❖ The Anger Management Program shall submit monthly progress reports, in the format outlined in Attachment A, to the assigned community supervision officer or caseworker for each client. The monthly progress report shall indicate compliance/non-compliance with program on a monthly basis.
 - ❖ The Anger Management Program must structure the first two (2) counseling sessions to orient the client to the program. The Bidder shall not include orientation sessions as a part of the twenty-six (26) hour program. Session one (1) shall consist of assessing the anger problem, preparing an individualized treatment plan, conducting a pre-test and introducing the concept of anger management logs. Session two (2) shall define normal vs. problem anger. These sessions must be attended consecutively and prior to any other group counseling sessions.
 - ❖ The Bidder must offer an Anger Management Program that requires the client to attend one (1) group counseling session each week. Clients are not permitted to attend more than one group session each week unless Bidder receives authorization from the assigned community supervision officer. Clients that miss more than two (2) sessions of counseling shall be discharged from the program and referred to the community supervision officer/caseworker for further action. Bidder must follow the community supervision officer/caseworker notification procedures outlined in this RFP for client discharges.
 - ❖ The curriculum (including any handouts, descriptions of videos to be used, or homework assignments) must be submitted in its entirety and in the order that the material will be presented to the clients. Each curriculum component must have a separate description (at minimum a half of page), written goals and objectives that will be used to measure a client's progress in treatment. A proposal will not be evaluated to provide services under this RFP without the inclusion of a standardized published anger management counseling curriculum or if material is not presented in the order of program delivery.
 - ❖ Video usage for the Anger Management Program may not exceed four (4) hours. A description of each video must be included in your proposal.
 - ❖ Anger Management Programs are required to supply a workbook to each client. The workbook must be a part of the curriculum package used for the Anger Management Program. The purpose of the workbook is to provide the client with an overview of the material covered in the counseling sessions. This material should be included in the appropriate section of the anger management counseling program curriculum.
 - ❖ Group counseling sessions that are facilitated in English and Spanish are not permissible. Anger Management Programs must offer separate classes in English and in Spanish.
 - ❖ The Anger Management Program shall document client level of participation and compliance with treatment goals and objectives, including unauthorized departures and absences, on a weekly basis. This information shall be contained in the monthly progress report to the community supervision officer or caseworker.
 - ❖ A facilitator must be present during group sessions at all times. Each group counseling session must meet for a minimum of two (2) hours per session, excluding breaks and intermission. Bidder shall indicate whether breaks and/or intermissions will be allowed and discuss how breaks and/or intermissions will be handled during group sessions in the proposal submitted in response to this RFP.
 - ❖ The program shall have an adequate number of staff to meet the counseling needs of clients referred to the program. A group session cannot exceed twenty (20) clients.

- ❖ Bidders shall submit a monthly accountability report to the Coordinator of Program Development and Evaluation using the outline in Attachment B. The monthly accountability report shall reflect the name and cause number of the client, assigned community supervision officer/caseworker, method of transmission to the community supervision officer/caseworker, date the report was forwarded to the community supervision officer/caseworker for each monthly progress report sent, and the program status of the client (e.g., active, successful discharge).
- ❖ Bidder must accept any client court ordered to complete an Anger Management Program. If a client is disruptive, incorrigible, or belligerent during the counseling session, the Bidder has the right to terminate the client immediately. Notification to the community supervision officer or caseworker must be made within twenty-four (24) hours regarding disruptive, incorrigible, and belligerent clients that are discharged from the Anger Management Program. However, under no circumstances may a Bidder refuse to continue providing services or terminate a client prior to completion of the Anger Management Program without the express permission of the CSCD.
- ❖ Services provided to offenders referred to the Anger Management Program are billable to the client. The Bidder shall charge the offender only for services provided by an employee approved by the CSCD.
- ❖ The prices quoted in response to this RFP must reflect the full cost of the Anger Management Program. Additional fees may not be assessed to offenders for any purpose (e.g., tardiness, certificate replacement costs in excess of the cost of copies, or no-shows). Re-enrollment fees may not exceed twenty-five (25) dollars for CSCD referred clients. Any other funds available to the provider, from public or private sources, shall be deducted from the total cost of the Anger management Program.
- ❖ Bidder must create and manage a fee collection system for clients referred to the Anger Management Program. CSCD will only consider a Bidder in good financial health that practices acceptable accounting standards. To determine the Bidder's financial status, the CSCD will require that the Bidder furnish reports or statements, prepared by a certified public accountant in response to this RFP.
- ❖ Bidder must agree to provide appropriate testimony, affidavits, and documents for any court proceedings and trials related to the client's progress in anger management counseling. This additional service must be provided at no additional cost to client, CSCD, or County.
- ❖ Bidder must furnish proof of insurance for all service locations. Failure to maintain continuous insurance coverage will result in removal from the Anger Management Approved Provider List.
- ❖ Bidder shall establish, document, and maintain adequate administrative, financial, and internal controls to manage the program. The program shall have written policies and procedures governing every aspect of the program's operations. These written policies and procedures must include but are not limited to admission and discharge, fee collection and refund, discharge planning, participation in treatment, safety and security, referral activities, documentation of services, incident reporting and resolution, and financial management. The Bidder's policies and procedures must be made available to the CSCD prior to placement on the Bidder list. Bidders shall notify the CSCD in writing regarding deviations from such policies and procedures, whether temporary or permanent.
- ❖ Bidders shall ensure that adequate measures are taken to protect the health and safety of each client receiving services.
- ❖ Proposals will only be considered from agencies that offer free services for offenders determined to be indigent by the court or the CSCD. Free indigent client services will not exceed 5% of the total number of referrals made to the agency.

- ❖ CSCD, or its representative, will periodically conduct unannounced quality assurance audits of the Bidder's Anger Management Program. The Bidder shall provide access to personnel, client files, program records, or other documents necessary to determine compliance with the requirements outlined in this RFP. Continuing non-performance of the selected in terms of specifications shall be a basis of removal from the approved provider list and termination of the agreement between the CSCD and the approved provider.
- ❖ The CSCD reserves the right to remove an agency from the Bidder list at any time for non-compliance or if the CSCD chooses to operate its referral system differently.
 - ❖ 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 prepaid). Bidder will be required to notify department of changes in staff, location, telephone number, or any circumstances that may impede the provision of services or contact by the department.

ACCEPTANCE OF A VENDOR

The CSCD reserves the right to negotiate an agreement with the Bidder that, in its opinion, offers the most advantageous proposal(s) for the purpose intended. **This offer may or may not be the lowest bid.** The CSCD also reserves the right to select more than one (1) Bidder to provide anger management counseling under this proposal.

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

- a. Reason for believing collusion exists among the Bidder or governing board members;
- b. Bidder or a member of Bidder's governing board is interested in any litigation against the CSCD or County;
- c. Bidder was previously removed from any CSCD approved provider list for failure to meet the requirements governing the program;
- d. Bidder is in arrears or has defaulted on any existing contract or Agreement or was terminated unfavorably on a previous contract or Agreement with CSCD or County;
- e. Lack of competency as revealed by a financial statement, experience or other documents/information received regarding the Bidder;
- f. Bidder, Bidder's employees, or governing board members who provide services or have access to information regarding anger management counseling services are under the supervision of the CSCD;
- g. Bidder does not have a designated location to operate an Anger Management Program with an active insurance policy in force;
- h. Designated location to provide services is not conducive to confidentiality;
- i. Bidder is unable to provide anger management services to offenders from all courts;
- j. Failure to adequately respond to all elements of the RFP.

The CSCD, County, or its representatives will not be responsible for any errors or omissions, nor for the failure on the part of the Bidder to determine the full extent of the requirements of this proposal. The Bidder will not be allowed to take advantage of any errors or omissions in the specifications. Errors, omissions, or inconsistencies in the specifications are to be reported to El Paso County Purchasing Department no later than ten (10) days before the time of the proposal submission deadline.

The Bidder must respond to each numbered item in this section to describe how the Anger Management Program will be structured to incorporate all of the requirements outlined in this RFP. Failure by the Bidder to fully respond to the requested information or structure and label their proposal, attachments or any other supporting documents will cause the proposal to be rejected.

1. Describe the standardized published curriculum that will be used for the Anger Management Program. The curriculum narrative shall contain the following information:
 - a. Identification of a recognized therapeutic model used for anger management counseling. The therapeutic model must have proven to be effective in treating anger management problems and be reflective of the standardized published curriculum submitted in response to this RFP;
 - b. Length of time for each session in the curriculum;
 - c. Indicate if the Bidder intends to supplement the standardized published curriculum using additional material. Explain why the Bidder believes it is necessary to supplement the standardized published curriculum. The supplemental material must be related to anger management.
 - d. Identify all video usage to include the time, length, and content description for each video.
 - e. Discuss the responsibilities that will be placed upon clients (*i.e.*, homework assignments, practice sessions, etc. - include frequency, number and time frame where appropriate). This material must be included in the appropriate section of the curriculum.
2. Bidders must offer separate classes in English and in Spanish Describe your plan for accommodating monolingual Spanish speakers referred to the Anger Management Program. A Spanish version of the standardized published 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 be rejected without the inclusion of 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.
3. An individualized treatment plan must be completed for each client during the orientation session. Identify the treatment planning process and the required individual sessions that will be necessary to determine treatment goals, review treatment goals, and assess overall progress made toward completing goals. The actual treatment plan must be included as an attachment to the curriculum.
4. Describe the total number of clients the agency can serve in the Anger Management Program at any one time and how the Bidder plans to staff the agency to handle the number of clients.
5. Describe how the counseling session will be maintained in the event the facilitator has to leave the session.
6. Describe the staffing pattern ratio and include the number of full and/or part-time employees in each job classification that will be present during the hours of operation designated for the Anger Management Program. Bidder must have enough staff to allow the client to enroll and begin the program each week. Also state the maximum program capacity that can effectively be served at one time.
7. Describe eligibility criteria for the program, including any special client characteristics (*i.e.* level of intellectual functioning, homeless, indigent, etc.). Also include which clients, if any, would be ineligible to be clients of Bidder (*i.e.*, offense categories, criminal history information, etc.).

A Bidder must include information on how their activities, services and treatment will be conducted to fulfill the requirements of the Americans with Disabilities Act.

8. Describe the Bidder's experience and history, if any, in working with clients who are or were involved with the criminal justice system. Identify the state (s) where this experience was acquired. Previous experience with CSCD or County is only relevant if funds were awarded to the Bidder to provide contract services and a quality assurance audit was conducted.
9. Describe the diagnostic assessments and instruments that will precede the provision of program services and/or treatment for a client. Describe the post-program service and/or treatment assessment that will be conducted. Describe why these particular assessments or instruments will be utilized and provide copies.
10. Describe how program participation and client progress is measured for each client.
11. Describe Bidder's communication process and frequency of communication between its facility staff and the CSCD personnel (by telephone, written reports, e-mail, etc.). Specify if the communication process or frequency of the communications with the CSCD will vary during the duration of the services and/or treatment being provided by Bidder.
12. Describe the client discharge/termination procedure (successful/unsuccessful) from the Anger Management Program. Include if certificates of completion are provided by Bidder to participants; and if so, the procedure to provide a certificate to the client, and the notification procedure to be used by Bidder to the CSCD personnel.
13. Describe format for client files/records and the frequency of entries.

PROGRAM EVALUATION

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

Each bulleted point in this section requires a response from the Bidder. Failure by the Bidder to fully respond to the requested information or structure and label their proposal, attachments or any other supporting documents will cause the response to be rejected.

- ❖ Identify the objectives and outcomes for the proposed Anger Management Program;
- ❖ Discuss the Bidder's plan for determining the degree to which objectives and outcomes are met and methods are followed;
- ❖ Describe the Bidder's plan for monitoring outputs and outcomes including the individual responsible;
- ❖ Outline how data will be gathered, stored, and analyzed and who is responsible for this task;
- ❖ Indicate the type of test instruments or questionnaires that will be used (i.e. client satisfaction surveys);
- ❖ Denote evaluation reports that are produced for the agency's management, board of directors, or other interested parties;
- ❖ Specify the Management Information System (MIS) used for tracking clients in treatment and after discharge;

- ❖ Provide results of program evaluation data for your Anger Management Program from the last two years. A program new to anger management counseling may use data from other programs that serve the same population targeted by this proposal.

Objectives

Describe, at minimum, Bidder's program performance measures and standards, to include at least the following:

- ❖ **Outputs**
 - a. Total number of clients / clients served within the last two (2) years
 - b. Total number of successful program completions within the last two (2) years
 - c. Total number of counseling hours provided within the last two (2) years
 - d. Other output measures collected by Bidder
- ❖ **Outcomes.** Include immediate and long-term outcomes that are specific to the program / services as set forth in the proposal.
- ❖ Bidder shall report the following outcome evaluation measures for the Anger Management Program:
 - a. Percentage of clients successfully completing the program that are not rearrested for offenses that resulted from their inability to manage anger;
 - b. Percentage of clients successfully completing the program that are not rearrested or reconvicted for any criminal offense 1 year after the program discharge;
 - c. Number of participants not rearrested for a new offense punishable by incarceration while participating in the program;
 - d. Specific Programmatic Outcomes, *i.e.*, successful completion of program, violation of program conditions, or inappropriate placement—unsuccessful;
 - e. Reduction of episodes in which problems with anger is exhibited.
- ❖ Describe any performance measures and standards that Bidder uses in accomplishing its goals for the Anger Management Program.

PROPOSAL FORMAT REQUIREMENTS

Each section of the proposal must be clearly designated (by using tabs) ~~so as~~ to make the information readily accessible to 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: (Page 2) of this RFP
2. Response to proposal: maximum length of ten (10) pages (excluding attachments and curriculum)
3. Attachments: Bidder shall include all required information in the following order:
 - a. Spanish and English version of the standardized published curriculum in the order it will be presented to the client;
 - b. Treatment plan and assessment instruments that will be used;
 - c. Copy of workbook as presented to the client;

- d. Description of all locations where Bidder will operate the Anger Management Program. Detailed information is needed for each physical facility and location where Bidder will operate an Anger Management Program, including the name and address of each office, contact person for each location, title, physical address, telephone and fax numbers, whether each 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. Policy and procedure manual governing the operation of the agency including the Anger Management Program;
- f. All forms and client agreements that will be used for the Anger Management Forms (Bidder is not permitted to use any form or client agreement with CSCD referred clients that is not submitted in response to this proposal);
- g. Group counseling schedule and corresponding location for sessions;
- h. List of counseling staff, job titles, and respective resumes along with a photocopy of training certificates, or licenses (with expiration dates clearly shown for each employee providing direct services) that demonstrate eligibility to counsel offenders for family violence;
- i. List of names and addresses of governing board members (if applicable);
- j. A brief biography and complete resume of the person or persons who will operate/manage the services provided by Bidder and an organizational chart showing Bidder's staff and management;
- k. Photocopy of insurance for each location (bearing name and address of carrier) that services will be provided along with a letter from the insurance carrier (s) attesting that the insurance coverage (s) as specified in the insurance documents is in force;
- l. Financial statement/report prepared by a certified public accountant verifying that the agency uses acceptable accounting standards and is in good fiscal health. The Bidder can submit a previously prepared financial statement, audit, or report conducted by a certified public accountant within the last twelve (12) months;
- m. Three written references from an agency or organization (other than CSCD, CSCD employee, or agency/organization employee) in which services were provided characterizing work of the Bidder;
- n. 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;
- o. Describe business form of Bidder (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;
- p. 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, Bidder, its officers, or employees;
- q. 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 Bidder, its officers, or employees;
- r. Other organizational, biographical, or financial information deemed relevant by the Bidder or as requested by CSCD.

PROPOSAL EVALUATION FACTORS

CSCD will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible bidders. The ultimate objective of CSCD is to enter into a non-financial agreement 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:

- ❖ Bidder submitted a standardized published Anger Management Program Curriculum that allows for a minimum of twenty-six (26) hours of group counseling that can be facilitated in accordance with the requirements outlined in this RFP. Additionally, Bidder provided sufficient documentation that the submitted curriculum is proven to be effective for offenders with anger management problems. (Total Possible Points = 10)
- ❖ Bidder has outlined a clear plan for the operation of the Anger Management Program (Total Possible Points = 5)
- ❖ Bidder provided an acceptable and adequate written response to each bulleted and numbered section in the Program Requirements, Proposal Content Requirements, and Program Evaluation sections of the RFP (Total Possible Points = 10)
- ❖ An adequate number of facilitators are employed, at the time of the Bidder's proposal submission, to serve the number of clients expected to enroll in the Anger Management Program (Total Possible Points = 5)
- ❖ Bidder's ability to demonstrate that staff received curriculum related training, each facilitator has the paid experience in the specified fields, and each facilitator has a Bachelor's Degree in the areas specified in this RFP (Total Possible Points = 10)
- ❖ Bidder will provide an Anger Management program for less than \$400.00. Proposals that exceed \$400.00 for the Anger Management Program will receive a rating of 0 in this category (Total Possible Points = 5)
- ❖ Bidder submitted all required attachments (Total Possible Points = 10)
- ❖ Financial statement, prepared by a certified public accountant, which verifies that Bidder practices satisfactory accounting practices with no findings of fiscal mismanagement or insufficient resources. The CSCD will deduct ten (10) points from any agency currently on the Anger Management Approved Provider List that cannot provide a financial statement, prepared by a certified public accountant (Total Possible Points = 10)
- ❖ Bidder's capacity to work with sliding scale and/or waiving fees to accommodate target population (Total Possible Points = 5)
- ❖ Bidder has an active insurance policy for all service locations (Total Possible Points = 5)
- ❖ Bidder's ability to provide equal and separate services to English and Spanish speaking clients (Total Possible Points = 5)
- ❖ Anger Management Workbook specific to the curriculum used for the proposed program (Total Possible Points = 10)
- ❖ Bidder has policies and procedures governing the Anger Management Program (Total Possible Points = 5)
- ❖ Bidder can produce adequate program evaluation data for the agency's Anger Management Program. The CSCD will deduct five (5) points from any agency currently on the Anger Management Approved Provider List that cannot provide the results of program evaluation data (Total Possible Points = 5)

A committee, established by the CSCD, will evaluate all proposals submitted in response to this RFP. Using the Proposal Evaluation Form (Attachment C), the committee will rate each proposal using the proposal evaluation factors described in this section. Only a Bidder with an average score of eighty (80) or higher, using the proposal evaluation factors, are eligible to be recommended by the committee to provide services to the CSCD. Proposals submitted without the inclusion of a standardized published Anger Management Program Curriculum (in accordance with the guidelines specified in this RFP) will automatically be rejected.

The CSCD's proposal review process may include pre-award site visits to any and all of the Bidder's facilities. In addition, as a part of the proposal review process, CSCD reserves the right to afford to Bidder's representatives the opportunity to make a brief oral presentation before the CSCD Review Committee. If CSCD determines that such oral presentation is necessary or appropriate, any such oral presentations will be scheduled by CSCD at its discretion and convenience.

SUBMISSION REQUIREMENTS

- ❖ 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. Formatted: Bullets and Numbering
- ❖ Each Bidder must respond to all portions of the proposal.
- ❖ Once a proposal has been submitted, the Bidder may not submit changes, amendments, or modifications. The Bidder may, however, withdraw and resubmit a proposal anytime prior to the final date and time set for receipt of proposals. The CSCD, in its sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modifications to its advantage.
- ❖ Each proposal shall constitute an irrevocable offer to the CSCD.
- ❖ The CSCD reserves the right to waive, change, add, or delete any terms or conditions of this proposal. The CSCD reserves the right to waive any technicality noted in the submission process. **Submission of proposals confers no legal rights upon any Bidder.** The CSCD reserves the right to reject any or all proposals or portions of the proposal submitted in response to this RFP. All proposals become the property of the CSCD. The CSCD reserves the right to use, for its benefit, ideas contained in the proposal submitted. The CSCD is not liable for any costs or any damages that may be incurred by Bidder 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 agreement is finalized and 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 Bidder's facilities to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for a pre-award inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of the proposal as non-responsive. The CSCD reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of a pre-award site visit. Formatted: Bullets and Numbering
- ❖ The past performance of the Bidder or Bidder's employees 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 shall be included in the proposal. It is intended that this proposal describe the requirements and response format in 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 an Anger Management Program 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 the fifth working day at 5:00 p.m., prior to the scheduled opening. **All requests shall be in writing.**

STANDARD AGREEMENT PROVISIONS

Prior to executing a non-monetary agreement to a Bidder (s), CSCD reserves the right to revise or modify the terms and conditions as may be deemed appropriate under the circumstances. Successful Bidders are required to sign an agreement with the CSCD that contains the following standard provisions:

1. Operational Plan: The proposal submitted in response to the RFP as finally negotiated and attached to the agreement becomes the Operational Plan by which the Bidder will be evaluated.
2. Program Evaluation. Performance Measures will be imposed based on the requirements outlined in the RFP. The Bidder will track and document client progress in regards to program evaluation factors outlined in the RFP.
3. Participation. In order to ensure maximum participation of clients in its program, Bidder shall:
 - a. Contact CSCD within the next working day whenever any client fails to comply with his or her recommended treatment, including but not limited to, failure to show for initial appointment, unauthorized departures, or failure to pay fees.
 - b. Document on a weekly basis the client's level of participation and compliance with treatment goals and objectives;
 - 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.
4. Discharge. Prior to discharge, Bidder shall evaluate if any additional services are required and notify and coordinate the additional needs with the client's community supervision officer.
5. Referrals. The CSCD retains control over the clients referred to the Bidder's Anger Management Program. 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 the RFP.
6. Court Testimony. Bidder agrees to provide testimony in court, if required, at no additional cost to the CSCD.
7. Policies and Procedures. The services for clients shall include policies and procedures for admission and discharge, fee collection and refund policy, 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. Bidder 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) ***within twenty-four (24) hours or the next working day***. If the CSO is not available the supervisor of the CSO will be notified. If the supervisor of the CSO is not available, the Coordinator of Program Development and Evaluation will be notified.

8. Coordination with CSCD. Bidder 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 for 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.

9. Fee Collection. The costs reflected in the proposal submitted in response to the RFP represent the total cost of the Anger Management Program. Bidder may only bill the client for sessions attended. No additional fees may be assessed. In the event client pays for services not rendered, all monies paid to the Bidder, for classes not attended, must be refunded to the client on a prorated basis. This clause does not apply to re-enrollment fees.

10. Legal Status. Bidder (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.

11. 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 Bidder's charter or by-laws. The agreement has been duly executed and delivered by Bidder and, assuming due execution and delivery by CSCD, constitutes a legal, valid, and binding agreement enforceable against Bidder in accordance with its terms.

12. Taxes. Bidder 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.

13. Non-Discrimination. In the performance hereof, Bidder 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.

14. Non-Collusion. Bidder warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this agreement with CSCD, and Bidder 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.

15. Safety Requirements. Bidder shall maintain the physical facility in which the Anger Management Program is operated in accordance with applicable state of Texas guidelines.

16. Health and Safety. Bidder shall ensure that adequate measures are taken to protect the health and safety of each client while receiving services.

17. Staff Training. Bidder shall ensure that all staff providing direct services receive twenty (20) hours of continuing education and training annually in anger management related issues. The type of training and the number of hours shall be documented and maintained on file with the Bidder.

18. Duties and Obligations. Bidder 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 effected 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 Bidder's bankruptcy or inability to perform its duties hereunder.

19. Visitation by State Employees. Bidder shall 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 Quality Assurance Monitor, and any other persons designated by the CSCD and/or the Texas Board of Criminal Justice to monitor the delivery of services and compliance of the Bidder.

20. No Subcontractors. No subcontractor may be utilized by Bidder.

21. Placement of Clients. CSCD shall have sole authority to assign and transfer clients to and from the facility or program and, as appropriate, may specify services for any such clients during the term of this agreement.

22. 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. Bidder shall notify CSCD in writing if any legal process requires disclosure of a client's record and shall obtain the same written acknowledgment from the CSCD's Authorized Representative.

23. 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. Bidder'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 CSCD Approved Provider. Bidder will not be entitled to any other compensation once the client has met their obligation for the program fee. In the event that the client pays in advance for services not rendered, all monies paid to the Bidder must be returned to the client for services not provided.

24. 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 Bidder for a period of three

(3) years with the following qualification: If any audit, litigation or claim is started before the expiration of the three (3) 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.

25. Administrative Controls. Bidder shall establish, document and maintain adequate administrative, financial, and internal controls to ensure sound management of the agency.

26. Executive Director Role. The appropriate entity of Bidder 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 RFP or agreement provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

27. Conflict of Interest. Bidder shall develop and implement written internal policies that may be reviewed by the CSCD to ensure that members of the governing board, personnel, consultants, volunteers, and employees do not use their positions with the Bidder for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

28. Remuneration. Staff of Bidder shall not pay or receive any commission, consideration, or benefits of any kind related to the referral of a client for treatment or engage in fee splitting with other professionals.

29. Audits. Bidder agrees to furnish CSCD with such information as may be required relating to the services rendered hereunder. Bidder shall permit CSCD to audit and inspect records and reports and to evaluate the performance of services without prior notice. Bidder 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 Bidder reports.

30. Disclosure. Bidder 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 Bidder is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, Bidder 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 Bidder 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 Bidder's licensure status or its ability to provide services hereunder.

31. Accounting Records. Bidder agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with the Anger Management Program in accordance with fund accounting principles.

32. Peer or Group-Controlled Meetings. The Bidder shall not, under any circumstances, bill client 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.

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

34. Other Revenues for Additional Services. Bidder may collect additional revenues from other sources only for services exceeding those requirements of the Anger Management Program.

35. Other Revenue for Proposed Services. Services provided to a client referred under the Anger Management Program are billable only if no other public or private funds are available to that client. The prices quoted in this agreement are the full cost of the Anger Management Program. Any fees, or other revenues collected on behalf of the client for services provided in this agreement must be used to reduce cost per unit of service per client under this agreement.

36. Program Payments. Bidder shall bill the client directly for all services provided. The Bidder must maintain a signature log of all face-to-face contacts with the client for quality assurance monitoring purposes. The log must contain information regarding the name of the client, what service was performed, and the time and date the service was provided. The counselor and the client must sign the log.

37. Default by Bidder. Each of the following shall constitute an Event of Default on the part of Bidder:

- 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 Bidder or 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 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.

38. Remedy of CSCD. Upon the occurrence of an Event of Default by Bidder, CSCD shall notify Bidder in writing of such Event of Default. CSCD shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of clients; (b) termination and removal of Bidder from the Anger Management Provider List. In the event of Bidder's removal due to an Event of Default, CSCD or client shall have no further obligations to Bidder after such removal and in such event, Bidder agrees to cooperate with CSCD to transition clients to a new Anger Management Provider. If a Bidder is removed from the Anger Management Provider List, the agency shall immediately refund all money paid by existing clients.

39. Insurance. Bidder 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 Bidder; (2) coverage to protect the state from actions by a third party against Bidder; and (3) coverage to protect the state from actions by officers, employees, or agents of Bidder or any subcontractor(s). Bidder shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of CSCD, the state and Bidder 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 Bidder's actions/operations hereunder, whether such actions/operations are by Bidder or by a subcontractor of Bidder, or by anyone directly or indirectly employed by or acting on behalf of Bidder or a subcontractor where liability may arise from:
 - 1) Claims for damages because of bodily injury, occupational sickness or disease, or death of any Bidder 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 Bidder, or by (b) any other person
 - 3) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 4) Claims for damages based on violations of civil rights;
 - 5) Claims for damages arising from fire and lightning and other casualties.
- b. Bidder 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.
- c. Certifications/policies of insurance shall be filed with CSCD prior to execution of this agreement. Failure to maintain continuous insurance coverage will result in removal from the Anger Management Approved Provider List.
- d. Compliance with the foregoing insurance requirements shall not relieve Bidder from any liability under the indemnity provisions.

- e. Bidder shall deliver or have delivered to the CSCD certificate(s) and or policy (s) of insurance upon execution of a agreement and any updates on certificates(s) and/or policies are also requested to be delivered to the CSCD.
- f. Bidder's compliance with the above insurance requirements shall not relieve Bidder from any liability.

40. Indemnification. Bidder 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 Bidder in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of Bidder, 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, Bidder, 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.

41. Independent Agency. The Bidder is associated with CSCD only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, Bidder is and shall be an independent agency 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 Bidder or any other party. Bidder 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 Bidder, arising out of Bidder's association with CSCD pursuant hereto, and Bidder 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.

42. Termination for Cause. The CSCD may terminate this agreement immediately if Bidder or any of its employees commit an unethical violation.

43. 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 Bidder shall be severable from the entire agreement.

44. Inconsistencies. Where there exists any inconsistency between this agreement and other provisions of collateral agreements that are made a part hereof by reference or otherwise, the provisions of this agreement shall control.

45. Prohibition Against Assignment. There shall be no assignment or transfer of this agreement without the prior written consent of both parties.

46. 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.

47. 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 prepaid). Bidder 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.

48. 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.

49. Amendment. This agreement may be modified based on the needs of the CSCD.

50. 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.

51. 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.

52. 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

- ❖ Bidder'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 CSCD. Bidder will be required to furnish to 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 agreement with CSCD and upon Bidder's selection of new employees/staff members.
- ❖ Bidder's employees and staff members not located in the State of Texas are not subject to a criminal background investigation and acceptance by CSCD.

- ❖ Bidder shall make available to CSCD, within ten (10) days from the execution of any agreement and upon Bidder's selection for new employees /staff members, a report on any criminal activity appearing as a result of the background investigation conducted by Bidder on current or new employees/staff members.
- ❖ Bidder will immediately notify CSCD if any employee of Bidder is arrested during the term of any agreement with CSCD. At the request of CSCD, Bidder's employees providing services or having access to information regarding services provided under any agreement, will be subject to a criminal history background check.
- ❖ Bidder 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.
- ❖ A Bidder employee under the supervision of the CSCD is not eligible to provide services or have access to information related to the clients referred-to the Anger Management Program.
- ❖ Attachment D shall be submitted within ten (10) days of being notified of Bidder status.

ATTACHMENT A
Anger Management Program

Agency _____ Month _____ CSO Name _____

Client Name:	Facilitator Name:	Cause Number:
---------------------	--------------------------	----------------------

No. of sessions attended during this report period:

_____ Individual Sessions _____ Group Sessions _____ Treatment Planning Sessions

Client's Level of: (Provide specific details)

Participation in Program Activities (individual sessions, group sessions, and treatment planning)

Poor Fair Good Excellent

Understanding of Program Concepts

Poor Fair Good Excellent

Acceptance of Problem

Poor Fair Good Excellent

Willingness to Engage in Group Discussion

Poor Fair Good Excellent

Motivation for Growth and Change

Poor Fair Good Excellent

Completeness of Workbook

Poor Fair Good Excellent

Personal Honesty, Openness, and Humility

Poor Fair Good Excellent

Ability to Cope with Irritations and Difficulties

Poor Fair Good Excellent

Stability of Living Environment

Poor Fair Good Excellent

Compliance Maintaining Anger Control Logs

Poor Fair Good Excellent

Problems Encountered:

Anticipated Date of Discharge: _____ Is client on schedule for discharge? Yes No (If no, please specify the reason)

Staff Signature / Credentials

Date

ATTACHMENT B
Anger Management Monthly Accountability Report
 Month/Year of Report (MM/YYYY)

Monthly progress reports are due the 10th day of each month for the previous month. These monthly progress reports must be in the format outlined in Attachment A of the Request for Proposals governing the Anger Management Program. The monthly progress report can be submitted via e-mail to the Coordinator of Program Development and Evaluation at mwall@epcounty.com. You may also fax the monthly progress reports **directly** to the assigned community supervision officer/caseworker if your agency does not have access to e-mail. If selected to provide services, you will receive a list of community supervision officer/caseworker names and office locations to assist your agency in this process. You will also be required to fax the Coordinator of Program Development and Evaluation a list noting the name of the probationer, cause number, assigned community supervision officer, date of facsimile transmission to the community supervision officer, and the program status for the client for each monthly progress report. Client status shall be reported as active, successful termination, or unsuccessful termination. You must explain the reason for any client that was unsuccessful terminated in the "Problems Encountered" section of the monthly progress report. It is strongly suggested that you maintain a confirmation for all fax submissions for verification purposes.

Agency Name
 Agency Address
 Agency Address
 Agency Phone Number
 Agency Fax Number

	Name (Last, First)	Cause # (Social Security #)	CSO/Caseworker Name	Method of Transmission	Date of Transmission	Client Status (Active, Successful or Unsuccessful Discharge, Other)
1.						
2.						
3.						
4.						
5.						
6.						
7.						

8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

ATTACHMENT C PROPOSAL EVALUATION FORM

Scoring items	Max Pts	Rater 1	Rater 2	Rater 3	Rater 4
Bidder submitted a standardized published Anger Management Program Curriculum that allows for a minimum of twenty-six (26) hours of group counseling that can be facilitated in accordance with the requirements outlined in this RFP. Additionally, Bidder provided sufficient documentation that the submitted curriculum is proven to be effective for offenders with anger management problems.	10				
Bidder has outlined a clear plan for the operation of the Anger Management Program	5				
Bidder provided an acceptable and adequate written response to each bulleted and numbered section in the Program Requirements, Proposal Content Requirements, and Program Evaluation sections of the RFP	10				
An adequate number of facilitators are employed, at the time of the Bidder's proposal submission, to serve the number of clients expected to enroll in the Anger Management Program	5				
Bidder's ability to demonstrate that staff received curriculum related training, each facilitator has the paid experience in the specified fields, and each facilitator has a Bachelor's Degree in the areas specified in this RFP	10				
Bidder will provide an Anger Management program for less than \$400.00. Proposals that exceed \$400.00 for the Anger Management Program will receive a rating of 0 in this category	5				
Bidder submitted all required attachments	10				
Financial statement, prepared by a certified public accountant, which verifies that Bidder practices satisfactory accounting practices with no findings of fiscal mismanagement or insufficient resources. The CSCD will deduct ten (10) points from any agency currently on the Anger Management Approved Provider List that cannot provide a financial statement, prepared by a certified public accountant	10				
Bidder's capacity to work with sliding scale and/or waiving fees to accommodate target population	5				
Bidder has an active insurance policy for all service locations	5				
Bidder's ability to provide equal and separate services to English and Spanish speaking clients	5				
Anger Management Workbook specific to the curriculum used for the proposed program	10				
Bidder has policies and procedures governing the Anger Management Program	5				
Bidder can produce adequate program evaluation data for the agency's Anger Management Program. The CSCD will deduct five (5) points from any agency currently on the Anger Management Approved Provider List that cannot provide the results of program evaluation data	5				
Total Score	100				

RATERS

Signature of Rater 1: _____

Signature of Rater 2: _____

Signature of Rater 3: _____

Signature of Rater 4: _____

ATTACHMENT D

Background Checks

(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 (a)

(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 four (4) pages of this document must be included in all responses.

COUNTY OF EL PASO PURCHASING DEPARTMENT

COUNTY COURTHOUSE, 500 EAST SAN ANTONIO,
ROOM PU500, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
CLAUDIA SEPULVEDA, BID CLERK/BUYER

BIDDING 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 BID, 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 BID; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY BIDS; AND THE AWARD OF THE CONTRACT.
2. Bids must be in the Purchasing Department BEFORE the hour and date specified. Faxed bids will not be accepted.
3. Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
4. All bids are for new equipment or merchandise unless otherwise specified.
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver.
6. Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.
7. Bids must give full firm name and address of bidder. Failure to manually sign bid 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.
9. The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to the lowest responsible bidder. The County of El Paso reserves the right to award by item or by total bid. Prices should be itemized.
10. Bids \$100,000.00 and over, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract 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.
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 proposal 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:
 - a. A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - b. 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
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: Bid #06-036, Anger Management Program for the WTCS CD/Adult Probation Department

Dear Vendor:

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

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

County Officers: County Judge Dolores Briones
Commissioner Larry Medina
Commissioner Betti Flores
Commissioner Miguel Teran
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Claudia Sepulveda, Bid Clerk/Buyer
Stephen L. Enders
Michele Wall
Ruben Lujan
Annalisa Davilla
Donna Villareal

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

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.

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

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.

4

Signature of person doing business with the governmental entity

Date