



COUNTY OF EL PASO
County Purchasing Department
800 E. Overland, Suite 300
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, 800 E. Overland, Suite 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, July 29, 2009** to be opened at the County Purchasing Office the same date for **Mental Health and Psychiatric Services for the Special Needs Diversionary Program - JPD.**

Bids must be in a sealed envelope and marked:
“Bid to be opened July 29, 2009
Mental Health and Psychiatric Services for the Special Needs
Diversionary Program - JPD
Bid #09-064”

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, July 21, 2009, 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 cashier’s 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 #09-064 Mental Health and Psychiatric Services for the Special Needs Diversions Program - JPD Vendor must meet or exceed specifications
TOTAL COST
\$
Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and four (4) copies of your bid.

Company

Mailing Address

Federal Tax Identification No.

City, State, Zip Code

CIQ Document Number

CIQ Sent Date

Representative Name & Title

Telephone

Fax Number

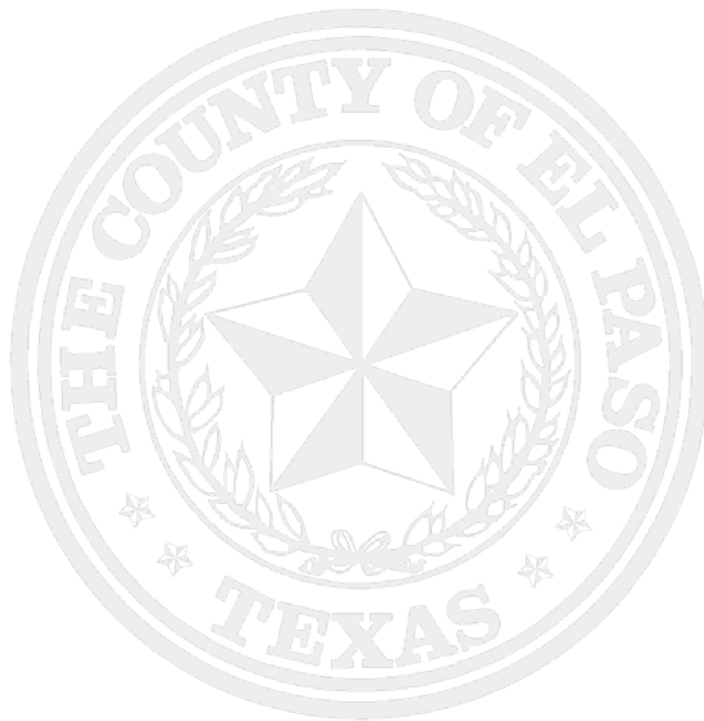
E-mail

Signature

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

Mental Health and Psychiatric Services for the Special Needs Diversionary Program - JPD

Bid #09-064



**Opening Date
Wednesday, July 29, 2009**

**EL PASO COUNTY
JUVENILE PROBATION DEPARTMENT**

Request for Bids

I. SPECIAL NEEDS DIVERSIONARY PROGRAM (SNDP) – INTENSIVE IN-HOME MENTAL HEALTH SERVICES

Purpose: To provide intensive in-home therapeutic services to families and assist them in becoming stable family units, and more effective in their roles as parents, sons/daughters, siblings, students, and members of a social community in order to avoid removal of the juvenile from the home, reduce recidivism, and create a safer and healthier community. Bidders must be able to adequately provide quality therapeutic services to juveniles with a priority population diagnosis of bi-polar, major depression, and schizophrenia amongst other Axis 1 diagnoses. Additionally, the complexity of clinical issues presented by adolescents and their families require considerable flexibility in the design and delivery of strength based interventions.

This program is designed as a coordinated wraparound approach to include a full-time bilingual therapist, bilingual case manager, and bilingual probation officer. Additionally, the participation of a child psychiatrist will be required as part of this program. All bidders must include costs of a psychiatrist who will be responsible for providing psychiatric assessments as needed, assist with treatment intervention planning, medication management, and participate in case staffings every other week with program team.

Program is designed in four-phases, three of which are the core of the program and are together approximately 4 to 6 months in duration. Maximum length of stay in the program is 6 months. Throughout the duration of the program the juveniles, parent/guardians, and team (JPO, therapist, and case manager) will come before a Judge on a bi-weekly basis for a review hearing. The final phase is an aftercare phase, which begins after a juvenile successfully completes the SNDP (4-6 months) and is 3 months in duration. A minimum of 24 families will be served per fiscal year. Bidders must agree to assign a therapeutic team who can adequately serve both monolingual Spanish and English speaking families.

The services requested shall be provided from approximately September 1, 2009 through August 31, 2010. The contract will be renewable at the prices listed in the selected bid for two additional one year periods, at the option of the County, by the County giving written preliminary notice of the County's intent to renew. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.

A. SCOPE OF WORK

1. Therapeutic services

- a. Minimum of two contacts per week one of which must be in the home with the juvenile and family. Services shall be provided by an LPC, LMSW-ACP, or LMFT. (Provisional Licensed Clinicians cannot provide therapeutic services)
- b. Counseling services shall be provided on an individual/family basis. The treatment plan and service delivery shall include the involvement of the Juvenile Probation Department, extended family, school, peers, health services, community groups, and/or other involved agencies to effectively address the needs of the family. The entire team will be responsible for implementing and monitoring the treatment plan. Each team member composed of the JPO, therapist, case manager, youth and family must have measurable goals that are specific to each of them.

2. Case Management

- a. Minimum of two contacts per week one of which must be in the home with the juvenile and family. An individual who holds a Bachelor's in the Behavioral or Social Sciences shall provide case management services.
- b. Case management services include coordination with schools, participation in ARD's, teacher consultation, and community linkages with support agencies, service providers, and health services; rehab services with a focus on symptom management and community living skills; merge therapeutic needs as defined by the therapist with rehab skills that will guide the juvenile and family to self-sufficiency in dealing with diagnosis and symptoms; and conduct planning for reviews, wraparounds and other identified needs.
- c. Skill-building services to include conflict resolution, anger and stress management, parenting skill development, substance abuse intervention and communication.
- d. Provide independent living skills, linkages or resources for vocational skills development when recommended by the department and in collaboration with the service provider.

3. Cognitive Behavioral Group Therapy

- a. Provider shall provide a minimum of two hours a month of cognitive behavioral group therapy to all participants of the program.

4. Non-Traditional Services

- a. A holistic approach that blends traditional and non traditional therapeutic, recreational, spiritual, medicinal, and vocational services that will reduce disparities and improve the stabilization and quality of life for those served under this program. This service shall be made available only to youth who would significantly benefit from such services upon departmental written approval.

5. Court Review Hearings

- a. The SNDP team will be required to staff all referred and active cases as scheduled by the department and attend a bi-weekly court review hearing throughout the duration of the program.

6. Crisis Management

- a. The therapist, case manager, and JPO must be accessible 24/7 to address crisis calls that may arise. The JPO is responsible for responding to probation issues and the therapist/case manager is responsible for addressing all mental/behavioral health issues. Services shall be provided by an LPC, LMSW-ACP, or LMFT.
- b. Assigned Probation Officers must be notified immediately in writing via e-mail of all crisis calls and outcomes.

6. Aftercare

- a. The final phase is an aftercare phase, which begins after a juvenile completes the SNDP (4-6 months) and is 3 months in duration.
- b. Services shall be provided at a minimum of twice per month with therapist providing at least one contact.
- c. Monitoring of the internalization of treatment and skills acquired while participant was engaged in the program.
- d. Provide support and continued linkage to necessary services in the community.

7. Documentation

- a. Prior to opening a case the therapist along with the case manager and probation officer shall schedule a family suitability interview (FSI) in the juvenile's home. The purpose of the FSI is to meet the family, provide a program orientation, identify areas that need to be addressed, and provide the family an opportunity to voluntarily accept the services available. The FSI form must be completed prior to opening a case.
- b. Service provider shall coordinate and include the juvenile and parent(s) and specialized JPO's in developing and updating treatment plans. All treatment plans shall be typed, dated, and signed by the treatment team (Therapist, Case Manager, Juvenile Probation Officer, Juvenile, and Parent(s)) for each participant within 48 hours of opening the case. Treatment plan shall include diagnosis, modalities to be utilized to reach outlined goals/objectives, frequency of intervention, and identified goals. Contact information for the Therapist and Case Manager assigned shall be listed on the report.

- c. Monthly reviews will be held on a monthly basis to monitor the outlined objectives and goals. The monthly reviews are designed to monitor the implementation and measure the level of achievement of the goals and objectives in the initial treatment plan or revised treatment plans.
- d. A wraparound meeting shall be coordinated by case manager to discuss program progress prior to the 90th day following enrollment.
- e. All documents submitted by the provider shall be typed with a copy provided to the supervising probation officer and program coordinator on a timely basis.
- f. Service providers shall submit all documents typed, monthly progress report with measurable outcomes, obstacles encountered, and recommendations for the upcoming month. Monthly progress reports shall be submitted on a timely basis prior to requesting reimbursement for services.
- g. A transition plan shall be developed 2 months prior to discharge and no later than the fourth month. This plan shall outline what services must be coordinated by the contractor prior to program discharge for continued care to include all community agencies that will be contacted, the purpose of the contact, and which team member will be responsible for coordinating services prior to discharge.
- h. Discharge summary shall be submitted within 5 working days upon case closure.
- i. Monthly aftercare progress reports shall be typed, monthly progress report with measurable outcomes, obstacles encountered, and recommendations for the upcoming month. Monthly progress reports shall be submitted on a timely basis prior to requesting reimbursement for services.
- j. A bi-weekly summary along with a contact log shall be submitted the Saturday prior to each scheduled court review session to the Special Programs Coordinator.

8. Communication

- a. All team members with the exception of the psychiatrist will meet on a weekly basis to discuss all cases for approximately one hour. The service provider will document staffing and a copy shall be provided to the Probation Officer and Program Coordinator.
- b. Psychiatrist will participate in case staffings every other week for approximately one hour. The service provider will document staffing and a copy shall be provided to the Probation Officer and Program Coordinator.
- c. Regular telephonic or in person communication with Probation Officers as required.

B. OTHER REQUIREMENTS

A Vendor may be called to testify in a Court of Law.

Knowledge of the juvenile probation systems in El Paso and familiarity and experience with working closely with the department, the Texas Juvenile Probation Commission and its programmatic standards for the Special Needs Diversionary Program (SNDP).

Services must be available on evenings and weekends.

Attendance at the TJPC annual conference is REQUIRED and must be calculated into bid costs. On average the clinician and case manager must attend at least one annual conference in Austin.

C. COST

1. Cost per day per juvenile to provide all therapeutic, case management, and court related activities as outlined in this Bid.
2. Cost per psychiatric evaluation
3. Cost per medication management appointment
4. Cost per hour for psychiatric consultation for staffing meetings
5. Cost per aftercare visit (minimum of two visits per month for approximately three months)
6. Menu of non-traditional services to be provided and cost associated for each service

Administrative expenses, transportation, communications with family, school, travel and training, are inclusive of all services provided and may not be billed as a separate cost. Costs to include all typed and signed documentation/reports to the Juvenile Probation Department. The department will not be financially responsible for missed appointments.

Vendor shall establish procedures to seek and bill medical insurance companies for payment of services rendered pursuant to this agreement from any and all state/federal or other sources as applicable for eligible children in eligible settings. The service provider shall reduce the amount of the invoice for the amount of reimbursement received from any and all state/federal or other sources as applicable. Service provider shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid.

D. REQUIRED DOCUMENTS TO BE SUBMITTED WITH BID

1. Typed sample of psychiatric evaluation, treatment plan, monthly reviews, transition plan, and discharge summary.
2. Copies of license of individuals performing the services.
3. Listing of all Medicaid and private insurance companies the bidder is contracted with to provide services and seek reimbursement.

E. MEASUREMENT OF PROGRAM OUTCOMES

1. Total number of cases opened during fiscal year. Please note that a minimum of 12 cases must be open at all times.
2. The rate of successful closures
3. The rate of unsuccessful closures
4. Recidivism Rate (new adjudications)
5. Out of home placement avoidance

F. BID SUBMISSION

The original plus four (4) copies of an applicant's Bid must be received by the El Paso County Purchasing Department at the address indicated on the cover page of the Bid pack no later than July 29, 2009 at 2:00 p.m. Mountain Daylight Savings Time. A representative at the Purchasing Department will date-stamp and time-stamp every Bid received immediately upon receipt. All bids received before the Bids submission deadline will be kept in a secure location at until the due date and time.

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

G. BID FORMAT

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

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

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

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

- Cover Page
- Letter of transmittal
- Table of Contents
- Bid Narrative
- Budget
- Application Forms & Certifications

Within each section of the bid, applicants should address the items in the order in which they appear in the Bid.

Any Bid that does not adhere to this format, and which does not address each specification and requirement within the Bid may be deemed non-responsive and rejected on that basis. All material submitted in response to this Bid becomes the property of El Paso County.

H. COVER PAGE

Each bid must have the Bid Schedule form as the cover page.
The cover page must:

- identify the Bid (i.e., Bid for the Special Needs Diversionary Program);
- identify the applicant organization;
- identify the applicant organization's contact person,
- identify the applicant organization's address, phone and FAX, and
- indicate the date of the bid.

I. LETTER OF TRANSMITTAL

A Letter of Transmittal must accompany each bid. The Letter of Transmittal must:

- identify the applicant organization and contact person;
- identify the name and title of the person authorized by the organization to contractually obligate the organization;
- identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.). Include federal tax number
- identify the name, title, telephone and FAX number of the person to be contacted for clarification;
- explicitly indicate acceptance of all requirements of the Bid;

- be signed by the person authorized to contractually obligate the organization;
- acknowledge receipt of any and all amendments to this bid; and
- must be on official business letterhead.

J. TABLE OF CONTENTS

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

K. Bid NARRATIVE

1. Describe your organization’s qualifications and experience familiarity and knowledge of the Special Needs Diversionary Program and Mental Health Court operations in Texas under this BID’s SCOPE OF WORK.
2. In addition, explain your knowledge and understanding of and experience with:
 - a. Intensive in-home therapeutic services;
 - b. Working with priority mental health diagnosis population
 - c. Familiarity with the Texas Family Code and procedure pertaining to juvenile probation;
 - d. Related judicial entities working with the juvenile delinquent population (for example: public defenders, district attorneys, juvenile court judges, drug court administrators and judges);
 - e. Familiarity with various clinical assessment instruments; and
 - f. Understanding of and experience with group based Cognitive Behavioral Therapy. Must adopt an evidence based cognitive behavioral curriculum. Must be specific in outlining the modality to be used as part of this bid and the level of training and experience of the individual(s) to facilitate the group.
3. In detail, explain how your organization will address, incorporate, and coordinate all components of this BID’s SCOPE OF WORK.
4. Identify the lead professional and his or her qualifications and experience in conducting this type of assessment. If applicable, identify any other professional staff and their qualifications and experience.

L. BUDGET

The contract period for this Bid is approximately one year and may be renewable for a period not to exceed 2 years. The applicant must provide a detailed budget including but not limited to travel, per diem, salaries, fringe benefits and any other applicable budget items. A narrative description of each proposed cost must be provided.

M. BID EVALUATION

A representative from the El Paso County Purchasing Department will open the bids immediately after the deadline and will record them. A representative from the El Paso County Juvenile Probation Department will perform a preliminary review of the bids to determine compliance with the mandatory requirements of this Bid. A team of individuals from the El Paso County Juvenile Probation Department will review and score all bids.

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

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

Bids shall be evaluated utilizing the following weighted criteria. It is important that Bids address each item in sufficient detail to provide the best possible evaluation:

Description of how the organization will address, incorporate, and coordinate all components of the

SCOPE OF WORK:	20%
Budget	20%
Qualifications and Experience of the Therapist and Case Manager	15%
Qualifications of the Organization (Non-profit community Based agency or for-profit community based agency and ability to bill other funding sources – private insurance & Medicaid)	15%
Experience of the Organization (Service history with juvenile population, experience working with JPD/TJPC, familiarity with SNDP and courts)	15%

Access to and participation of Licensed Psychiatrist as part of the treatment team as described in the scope of work	15%
TOTAL	100%

The following is for all services mentioned above:

GENERAL:

The services requested shall be provided from approximately September 1, 2009 through August 31, 2010, and may be renewed for up to two (2) years upon mutual agreement and availability of funding.

The Vendor will also provide a one (1) hour class a minimum of two (2) times a year in coordination with the El Paso County Juvenile Probation Department. The Vendor will explain the services delivered to participants and families as part of their contractual agreement.

TERMINATION:

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

LEGAL:

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

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

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

Vendor shall ensure that all of its paid and unpaid personnel who are required or allowed to provide services pursuant to this agreement will execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information Center (NCIC) records check, in order to allow the Juvenile Probation Department to perform the criminal records check and Sex offender background check, as well as Sex Offender Background search through the Texas Department of Public Safety.

Vendor warrants that Vendor is certified, approved or licensed by all Federal, State or local agencies or department that have jurisdiction to regulate any activity performed by the Vendor. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of an agreement.

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

Nothing contained herein shall be construed as creating the relationship of employer and employee between the J.P.D. and the Vendor. The Vendor shall be deemed at all times to be an independent Vendor.

Vendor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of J.P.D.

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

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

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

Vendor must be familiar with the Texas Family Code §261.101 Persons Require to Report; Time to Report. This code deals with reporting child physical or mental health abuse or neglect.

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

ACCOUNTING:

Vendor shall submit claims on invoices bearing Vendor's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Department Director of Financial Services. Invoices not timely submitted shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where Vendor can be reached during normal business hours. Vendors invoice must indicate juvenile's name, type of service and related cost. Monthly progress notes must be submitted with invoice as supporting documentation to include participant and provider signatures. If the monthly progress report is not submitted with the invoice, payment will be delayed until documentation is provided to the Juvenile Probation Department.

Vendor shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources as applicable for eligible children in eligible settings. The service provider shall reduce the amount of Invoice for the amount of reimbursement received from any and all state/federal or other sources as applicable. Services shall be reimbursed by state/federal or other sources for eligible children in eligible settings. Invoice for services timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within 90 days from the date of service along with documentation of submission to and denial by the other funding source. Service provider shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid.

Vendors shall request prior approval through electronic notification to the supervising juvenile probation officer to include the identified service, dates of service which are needed on a monthly basis. Such requests must be requested prior to any services being rendered. Failure to do so will result in the vendor absorbing the cost for services not approved.

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

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

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

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

Vendor shall maintain separate accounting records designating receipt and expenditure of State Funds received. Vendor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by sub Vendors through Vendor and the requirement to cooperate is included in any subcontract it awards.

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

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

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

When the Juvenile Probation Department receives an invoice from the Vendor, the department will verify the services performed by the Vendor through the department's purchase of service request and the monthly progress report. The department will then process the invoice for payment through the County Auditor's Office. The County Auditor's Office will verify all supporting documentation and generate a check for the Vendor. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Vendor shall maintain separate accounting records for the receipt and expenditure of any and all state funds received. The County Auditor's Office will mail out

the check after Commissioners' Court approval. Checks are mailed directly to the Vendor. The County of El Paso shall make payments within thirty- (30) days of receipt to County entity.

SANCTIONS:

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

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

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

COUNTY OF EL PASO, TEXAS

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

Instructions for the certifications:

General Requirements

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

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

1. LOBBYING

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

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

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

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

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

2. DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

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

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

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

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

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

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

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

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

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

COUNTY OF EL PASO PURCHASING DEPARTMENT

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

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

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 or bids 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 bid sent via express mail or overnight delivery service must have the bid number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your bid 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
800 East Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: Bid #09-064, Mental Health and Psychiatric Services for the Special Needs Diversionary Program - JPD

Dear Vendor:

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

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

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

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Pete Gutierrez, Buyer II
Linda Mena, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Roger Martinez, Chief of Probation Services
Rosie Medina, Special Program Coordinator
Albert Mendez, Asst. Director of Financial Services
Patricia Williams, SHOCAP Probation Officer
Vickie Maestas, Youth Coordinator

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

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

Bid # 09-064

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

2

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

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

3

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

Signature of person doing business with the governmental entity

Date

COUNTY OF EL PASO PURCHASING DEPARTMENT

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

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

Instructions: Conflict of Interest Form (CIQ)

- ***Please complete CIQ Form whether or not a conflict exists.***
- **Box #1 All Vendors** Must Print Clearly their names and company name.
- **Box #2** If the vendor has already filed a CIQ for the current year and is updating (filing a new one) due to changes on bid, please check box. If this is the first time within the current year that the vendor is submitting a CIQ, then do not check this box.
- **Box #3** If you are filing a disclosure of conflict of interest, meaning that you do have a relationship with someone listed on the page prior to the CIQ form on your BID, RFP, RFQ, or RFI, then you must print the name of the person whom you have a business relationship with.
- If you answer **yes** to any of the following: **Item A, B, C** you have a conflict and must disclose on this form.
- **Item D** List the type of relationship and what department in the local government the person you have listed in **Box #3**.
- **Box #4** Please have the person that is named on **Box# 1**, sign and date in this box. We request a contact number in case there are any questions or form is missing information. This is a courtesy to you.
- It is the vendor's responsibility to submit the CIQ document number provided by the County Clerk's to the Purchasing Department.
- Please note that the state law requires that the Questionnaire be filed with the COUNTY CLERK no later than the 7th business day after submitting an application, response to an RFP, RFQ, RFI or bid or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor.
- File a completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012 the attention of the County Clerks office.
- If filing by fax use your fax confirmation (date/time) for your records. To obtain a copy/CIQ document number go to our website at www.epcounty.com, click on public records, click on to Official Public Records - Deeds of Trust, Liens and other public documents (County Clerk), type in the name of your company, on Style: scroll to CIQ-Conflict INT. QUESTIONNAIRE, and click on Search. It will be available on the web-site approximately 5 to 10 business days. Please fax a copy to The Purchasing Department at (915) 546-8180. If you have not yet placed it in your Bid, RFP, RFQ, RFI.
- If you have any questions, please call Lucy Balderama at 915-543-3887 or Linda Mena at 915-546-2195

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) serves as an officer or director; or

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

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

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

(A) is a local government officer; and

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

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

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

- (1) September 1 of each year in which an activity described by Subsection (a) is pending; and
- (2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- (e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.
- (f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.
- (g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

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

§ 176.001. Definitions

In this chapter:

- (1) "Commission" means the Texas Ethics Commission.
- (2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.
- (3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.
- (4) "Local government officer" means:
- (A) a member of the governing body of a local governmental entity; or
 - (B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.
- (5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

COUNTY OF EL PASO, TEXAS

Solicitation Check List

**Mental Health and Psychiatric Services for the Special Needs
Diversionary Program - JPD
Bid #09-064**

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing Department by 2:00 p.m., Wednesday, July 29, 2009. Did you visit our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bidding Schedule?

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

_____ Did you sign the "Consideration of Insurance Benefits" form?

_____ Did you file a copy of the completed Conflict of Interest Questionnaire (Form CIQ) with the El Paso County Clerk (in person or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or by fax to 915-546-2012

_____ **CIQ forms** - you must write the name of your company underneath the signature with your phone number and bid number. Please include the completed and signed form with your response whether a relationship exists or not.

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

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