

Exhibit "A"
"PHYSICIAN SERVICES FOR SEX OFFENDER PROGRAM GROUP THERAPY"

Request for Qualifications/Proposals

REQUIREMENTS/QUALIFICATIONS

1. SCOPE OF SERVICES

Hidalgo County will receive sealed qualifications/proposals for physician services for sex offender program group therapy for a two (2) year period, with the County's sole discretion to extend the contract for an additional one (1) year.

If, during the life of the contract, the successful proposer's net prices generally available for items awarded are reduced or below the contracted price, it is understood and agreed that the benefits of such reduction be extended to the County.

The intent of this solicitation is to acquire the services of a physician/ therapist on as-needed and emergency basis.

2. QUALIFICATIONS

1. The physician/ therapist must have a Master's level degree and be certified by the State of Texas as a Sex Offender Therapy Provider in good standing.

3. SERVICES

The vendor shall, in accordance with all terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

Provide Group therapy which utilizes cognitive-behavioral treatment approaches for the clients referred by the Sex Offender Program Community Supervision Officer and/or Specialized Caseload Section Supervisor.

Prepare and submit the following to the Community Supervision Officer:

1. A verification of a signed treatment contract;
2. A written treatment plan within 30 days after the sex offender is enrolled in a treatment program and an updated treatment plan, as needed;
3. A report, by the 15th day of each month, stating the total number of counseling session attended by the client and his/her progress/regress;
4. Notify the Community Supervision Officer of the following by the end of the next business day;
 - a. Any failure to attend treatment. Serious non-compliance with the treatment program, such as continued non-compliance or refusal to complete homework assignments, inappropriate or aggressive behaviors, poor participation and failure to pay treatment fees.
 - b. When the need arises to unsuccessfully terminate or suspend the offender from treatment. Termination shall not occur without communication with the Community Supervisor Officer.
 - c. A change in treatment provider shall not occur without communication with the Community Supervision Officer.
 - d. Engaging in high-risk behavior and/or violating supervision condition or treatment rules.

A report or summary detailing the reasons for termination or suspension from the treatment program and recommendations for further case management.

Provide on-going consultation to the Community Supervision Officer as may be deemed necessary by Department, Vendor or Community Supervision Officer. The CSCD will provide facilities to hold such group sessions.

Sex offender program group therapy may include therapy on a one-to-one basis.

4. DIAGNOSIS

In its treatment or provision of services to Defendants, VENDOR shall:

1. Provide appropriate treatment or services as designated by DEPARTMENT;
2. Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and
3. Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

5. PARTICIPATION

In order to ensure maximum participation of Defendants in its program, VENDOR shall:

- a. Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment or participation in services, including failure to show for initial appointment or unauthorized departures;
- b. Document on a weekly basis the Defendant's level of participation and compliance with treatment or service goals and objectives; and
- c. The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date and be signed by the counselor and the Defendant.

6. DISCHARGE

The discharge of any Defendant shall be made in accordance with the following:

- a. Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge; and
- b. Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof.

7. REFERRALS

The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.

8. NO SHOWS

DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings.

9. COURT TESTIMONY

VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

10. POLICIES AND PROCEDURES

The services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

11. COORDINATION WITH DEPARTMENT

VENDOR shall coordinate the following tasks with the DEPARTMENT:

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules;
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
- c) Participate in meetings as the DEPARTMENT directs; and
- d) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

The vendor shall submit the billing statement to the CSCD, PO Box 2528 McAllen, Texas 78502, only after the service has been rendered. The Vendor shall ensure that the billing statement be received by the 10th day of each month.

The Vendor shall treat the client's record as confidential in accordance with federal regulations and state laws. The Vendor shall release information as indicated in the Release of Confidential Information. This form is required in order to effect the necessary exchange of information between the department and the Vendor (Exhibit D).

The Vendor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of said Vendor and for clients, inmates, patients and residents served by the Vendor in accordance with the provision found in Acts 1989, 71st Leg., Ch.1195, Section 5.03 and Section 5.04.

12. PROPOSERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.