

**RFP No: 2009-245-00-00CGV**

**Buyer: CRIS VILLARREAL**

**Tel. No: (956) 318-2626**

**REQUEST FOR PROPOSALS**

**Hidalgo County**  
Edinburg, Texas

**RFP- "Treatment Alternative to Incarceration Program (TAIP)  
Substance Abuse Treatment Services for  
Hidalgo County Community Supervision and Corrections Department"**  
July 00, 2009,

**Contact Person:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business Hwy 281 - New Administration Building  
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

**Bid No: 2009-245-00-00CGV**

1. Sealed proposals will be received for "**RFP- Treatment Alternative to Incarceration Program (TAIP)-Substance Abuse Treatment Services- Hidalgo County Community Supervision and Corrections Department**", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
  
1. 2. One (1) original and seven (7) copies of all proposals are required, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP NO.: 2009-245-00-00CGV - RFP Treatment Alternative to Incarceration Program (TAIP)-Substance Abuse Treatment Services-Hidalgo County Community Supervision and Corrections Department** " and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, July 00, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "RFP-2009-245-00-00CGV -RFP Treatment Alternative to Incarceration Program (TAIP)-Substance Abuse Treatment Services- Hidalgo County Community Supervision and Corrections Department "**. Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS REGARDING THE SCOPE OF SERVICES WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO [cris.villarreal@co.hidalgo.tx.us](mailto:cris.villarreal@co.hidalgo.tx.us) NO LATER THAN Wednesday, \_\_\_\_\_, 2009 at 5:00 p.m.** Responses will be sent to all applicants via facsimile by Friday, \_\_\_\_\_, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
  
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal; and C. award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each Proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, Proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful proposer
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"RFP Treatment Alternative to Incarceration Program (TAIP)-Substance Abuse Treatment Services- Hidalgo County Community Supervision and Corrections Department"**
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Ricardo Guerrero, TAIP Coordinator  
Hidalgo County Community Supervision and Corrections Department  
3100 So. Bus. Hwy 281 Bldg. B  
Edinburg, TX 78539  
(956) 318-2920

17. Schedule of Events

<b>Proposal Opening, 9:30 A.M.</b>	<b><u>July 00, 2009</u></b>
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

18. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

- ~~. If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**~~
- ~~. Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- ~~. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a Program (TAIP) requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any Program (TAIP) requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.~~

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

- 21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
- 22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 23. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. **Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.**
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder

shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Proposal  
for  
**RFP "Treatment Alternative to Incarceration Program (TAIP)  
Substance Abuse Treatment Services  
Hidalgo County Community Supervision and Corrections Department"**  
**RFP No: 2009-245-00-00CGV**  
July 00, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business Hwy 281 - New Administration Building  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned Proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Invitation to Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Request for Proposal  
(RFP)**

For

**Treatment Alternative to Incarceration Program  
Substance Abuse Treatment Services  
(TAIP)**

For

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**HIDALGO COUNTY**

**COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
(CSCD)**

**PROPOSALS DUE:**

Date: \_\_\_\_\_

Local Time: \_\_\_\_\_

***\* INSTRUCTION: This form is intended to be a general guideline for CSCDs to consider in preparing their RFP for submission to parties that desire to be considered as potential providers for the TAIP services and treatment at issue. Accordingly, CSCDs should modify and tailor this form so that the actual RFP as issued by the CSCD only addresses the specific TAIP services and treatment activities for which proposals are being solicited.***

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**THE PRE-PROPOSAL CONFERENCE  
FOR**

**Treatment Alternative to Incarceration Program  
Substance Abuse Treatment Services  
(TAIP)**

**WILL BE ON**

07/06/2009

(Date)

10:00 AM

(Local Time)

**AT THE**

HIDALGO COUNTY C.S.C.D.

(Location Name)

3100 S. Bus. Hwy. 281, Bldg B.

(Street address)

Edinburg, TX 78539

(City, State, Zip Code)

## **Treatment Alternative to Incarceration Program Request for Proposals**

**Please read this entire document carefully and follow all instructions. Each Proposer is responsible for fulfilling all the requirements and specifications.**

### **Introduction**

The Hidalgo County Community Supervision and Corrections Department (hereafter called "CSCD") is a political entity of the 5th Judicial District(s) of the State of Texas. CSCD is seeking vendors to provide substance abuse treatment services to defendants under various types of community supervision within their jurisdiction. CSCD is submitting this Request for Proposal ("RFP") with the intent of awarding a contract for the requirement contained in this RFP. However, the CSCD is not obligated to award a contract on this solicitation, and reserves the right to reject any all proposals and award any contracts to best serve its interests.

### **Authority**

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

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

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

DRAFT

## **Qualifications to Submit a Proposal**

Proposer must have adequate financial resources, insurance, and legal authority to contract for and furnish the TAIP treatment services at issue. Proposer, and any employed staff, must also have all appropriate and applicable facility, program, and individual licenses and credentials issued by the Texas Commission on Alcohol and Drug Abuse ("TCADA"); and in addition, Proposer and any employed staff must be otherwise legally qualified to perform the subject substance abuse treatment and other services prior to the submission of a proposal.

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

Proposer must be able to serve CSCD at any location or satellite offices within the CSCD's judicial districts and counties; and as required and instructed by CSCD.

# INSTRUCTIONS TO PROPOSERS

## Opening Date and Procedures

**Completed Proposal  
Original and SEVEN (7) single sided copies  
Must be received at the  
Hidalgo County  
Purchasing Department**

**At the following address, and on or before the date and time stated below**

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2812 So. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing  
Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2802 So. Business Hwy 281  
Edinburg, Texas 78539

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Local Time)

**All proposals must be securely sealed in suitable envelopes/boxes and addressed and labeled as follows: RFP No.: 2009-245-00-00CGV "Treatment for Alternatives to Incarceration (TAIP) Program".** The original proposal must be clearly marked "ORIGINAL", and contain all original signatures.

**Proposed Terms.** The term for the TAIP treatment services set forth in a proposal must be for a contract period of two (2) years, with the option for the CSCD to renew for an additional one (1) year. Proposer's prices set forth in their proposal must be firm for the entire time period. It is anticipated that the effective date for any contract that may be awarded to Proposer related to this RFP will be September 1, 2009.

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

**Proposals may be withdrawn at any time prior to the official opening.** After the official opening, proposals will become the property of CSCD. No modifications by Proposer to a proposal will be accepted after the official opening, nor shall Proposer withdraw or cancel or modify their proposal for a period of 90 days after having been notified that such proposal has been conditionally accepted by CSCD. The right is reserved, as the interest

CSCD may require, to accept or reject in part or in whole any and all proposals submitted; and to waive any technicalities, informalities, or irregularities in any proposal received.

**Submission of Proposals.** The CSCD is requesting the submission of proposals for the Treatment Alternatives to Incarceration Program ("TAIP") funds for substance abuse treatment services for defendants in Hidalgo County. A Proposer may structure their proposal to address one or more substance abuse treatment service. Selected Proposer(s) will be notified within 10 business days after the official opening of the CSCD's conditional acceptance or rejection of their proposal. If a conditional acceptance is given to a Proposer, CSCD thereafter will furnish to a selected party a formal written contract.

**Proposer's Signature.** Each proposal must give the name and full business address of the Proposer, and be signed by the Proposer with their usual signature. A proposal by a partnership(s) must furnish the names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the name and title of the person signing. A proposal by a corporation must be signed with the legal name of the corporation followed by the name of the state of incorporation and by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. A proposal by a governmental entity or agency must be signed with the legal name of the agency or entity and by the signature and title of the director, official or other person authorized to bind the entity or agency in the matter. The name of each person signing for a Proposer shall also be typed or printed below their signature. When requested by CSCD, satisfactory evidence of the authority of the officer or person signing in behalf of a corporation, government agency or entity must be furnished.

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

**Proposer's Responsibilities.** Due care and diligence has been used in the preparation of the information set forth in this RFP, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the liabilities, financial and other exposures, and the verification of all information presented herein, shall rest solely with Proposer. CSCD, the Judicial District(s), and their representatives, will not be responsible for any errors or omissions in these specifications or for Proposer's failure to determine the full extent of any exposures or liabilities resulting from such errors or omissions. Proposer shall not be allowed to take advantage of any errors or omissions in the specifications in this RFP. Where errors or omissions appear in the specifications, Proposer shall promptly notify CSCD in writing of the error or omission it discovers. Any significant errors, omissions, or inconsistencies in the specifications are to be reported no later than ten (10) days before the date and time of the proposal submission deadline. Proposer is

responsible for all costs of proposal preparation. CSCD is not liable for any costs incurred by Proposer in response to this RFP.

**Time of Proposal Opening.** Proposals received prior to the time of opening will be kept unopened in a secure place. The CSCD employee whose duty it is to open them will decide when the specified time has arrived, and no proposal subsequently received will be considered, except when the proposal arrives by mail after the time fixed for the opening, but before the time the CSCD to give notification that proposals have been rejected or conditionally accepted, and it is shown to the CSCD's satisfaction that the failure of the delivery of the proposal to arrive on time was due solely to delay in the mails for which the Proposer was not responsible, such proposal shall be considered. Unless specifically authorized, proposals by telegraph, facsimile, e-mail, Internet, or other means of electronic communication will not be considered, but modification by such electronic communication of a proposal already submitted, will be considered prior to the date and hour set for opening.

Proposals submitted in response to this RFP shall be opened by CSCD so as to avoid disclosure of the contents to competing offers. Details of competing proposals will not be publicly disclosed by CSCD until all ensuing negotiations have been completed and any written contractual agreements and related requirements have been furnished and executed as allowed by law.

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

## **Overview**

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

If a contract is offered and furnished by CSCD to Proposer, it is anticipated that the proposal, and the related operations and budget information as submitted in response to this RFP, will be attached and incorporated by reference into such contract as entered into and executed by the parties. Under these circumstances, therefore, the Proposer's **Vendor Operations Plan and Budget** as included in the proposal will become legally binding upon the Proposer and CSCD. Such Vendor Operations Plan and related Budget will govern the process, circumstances, and terms under which the Proposer's substance abuse treatment

services will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Contract Manual for TDCJ-CJAD Funding of Offender Services*, at pp. 27- 34 (Sept. 1, 1999). In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between CSCD and Proposer and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

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

## **Target Populations**

Section 76.017 of the Texas Government Code requires that TAIPs include the following target populations:

- (1) screening, assessment and referral of a person arrested for an offense, other than a Class C misdemeanor, in which an element of the offense is the use or possession of alcohol or the use, possession, or sale of a controlled substance or marijuana;*
- (2) screening and assessment of a person arrested for an offense, other than a Class C misdemeanor, in which the use of alcohol or drugs is suspected to have significantly contributed to the offense for which the individual has been arrested; and*
- (3) A person determined to be in need of treatment.*

The foregoing items (1) through (3) may, and often do, include defendants who have committed violent or sex offenses, or who have mental illnesses or impairments. Any exceptions to these, or any type of defendant, that are to be provided treatment by Proposer should be noted on the cover page of their proposal.

## **Budgets, Accounting Records, Etc.**

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

Proposer's budget included in the proposal prepared in response to this RFP should follow all applicable CSCD Substance Abuse Standards, TDCJ-CJAD contract guidelines, TCADA Requirements, and U.S. Office of Management and Budget Circulars. See, e.g., 37 Texas Administrative Code, § 163.40 (2001) (Substance Abuse Treatment Standards); Contract Management Manual for TDCJ –CJAD Funding of Offender Services at pp. 31-34 (Sept. 1, 1999); 40 Texas Administrative Code, Part 3, Ch. 141 – 153 (2001); OMB Circular A-87 (Cost Principals for State, Local and Indian Tribal Governments)(amended August 2, 1997); OMB Circular A-122 (Cost Principals for Non-Profit Organizations) (dated June 1, 1998); OMB Circular A-123 (Management Accountability and Control) (June 25, 1995); and OMB Circular A-127 (Financial Management Systems (revised July 23, 1993). Such OMB circulars are available at the website for the U. S. Office of Management and Budget ("<http://www.whitehouse.gov.omb/circulars.html>").

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

Under any contract that may be awarded related to this RFP, Proposer will be obligated to submit two(2) copies each month of an itemized invoice for payment for TAIP services being provided. In addition, government agencies or entities that provide TAIP services may be required to use the forms and procedures specified by the CSCD. Proposers may be required to submit billing electronically to CSCD on software provided by TDCJ-CJAD.

At all times CSCD retains control over the defendants that may be referred by Proposer to government agencies or third parties to provide other or additional substance abuse treatment services. If a defendant is determined by Proposer to be in need of additional or different treatment services, such defendant is to be referred back to the CSCD for a determination as to what, if any, further action or treatment should occur. The policies and procedures that pertain to the circumstances for these additional and other referrals, if any, that may occur shall be addressed in the written Vendor Operational Plan as submitted by Proposer in response to this RFP for consideration to be incorporated into to the contract as entered into between CSCD and Proposer. See also in this regard, *Contract Management Manual of TDCJ-CJAD Funding of Offender Services* (Sept. 1, 1999), Section III, Item H at pp. 27-28 (Vendor Operational Plan and Performance Measures); and Section IV at pp. 46-70 (Substance Abuse Treatment Services Operations Agreement for Community Corrections Departments).

The proposal submitted by Proposer, including the above-referenced Vendor Operational Plan submitted shall describe and define Proposers' diagnosis and assessment criteria, performance measures, and coordination activities that relate to the identification of treatment or medical needs beyond the scope of the services to be provided by Proposer.

If required, Proposer at no additional cost to CSCD must agree to provide appropriate testimony, affidavits, and documents for any court proceedings and trials related to its treatment and other services for CSCD and defendants. See, Substance Abuse

"Treatment Services" Operations Agreement for Community Supervision and Corrections Departments, *Contract Management Manual for TDCJ-CJAD Funding of Offender Services*, Art. I., §1.11 at. p. 55 (Sept. 1, 1999).

Pursuant to Texas Government Code Section 76.017 Section (e), TAIP treatment and services provided to defendants referred under TAIP are billable only if no other public or private funds are available to that patient/client.

The prices quoted by Proposer in a response to this RFP should be the full cost of the subject treatment. If a contract is offered and furnished by CSCD to Proposer related to this RFP any other funds (including client participant fees) available to the Proposer from public or private sources shall be deducted from the total billable amounts submitted to CSCD by Proposer.

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

## **Additional Terms**

1. The department is seeking one vendor to provide only outpatient treatment of defendants who are referred by the department. The vendor selected by the department will be required to submit monthly written statistical reports regarding the number of referrals received, the number of defendants attending groups, and the type of discharge from the group. The vendor must maintain a waiting list of referrals reflecting defendants needing services.
2. The department is seeking one vendor to provide only residential services of defendants who are referred by the department. The vendor selected by the department will be required to submit monthly statistical reports regarding the number of referrals received, the number of defendants committed during a particular time period, and the type of discharge from the facility. The vendor must maintain a waiting list of referrals reflecting defendants needing services.
3. The department reserves the right to accept the proposal which is most advantageous: 1) to the department and, 2) to the defendants requiring the services.

*[Add provisions for any additional terms or conditions that are being required related to the RFP. For example, a requirement that the CSCD at its expense will make available to Proposer meeting rooms or space at a particular location at which the Proposer may provide to defendants the treatment services being contracted for]*

## **Subject to Availability of Funds**

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

## **Miscellaneous**

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

## **MINIMUM REQUIREMENTS FOR TAIIP CATEGORIES**

Substance abuse facilities and programs that are funded through the Texas Department of Criminal Justice-Community Justice Assistance Division are not required to be licensed or approved by any other state or local agency. See, Texas Government Code §509.003(c). CSCD, however, intends that Proposers responding to this RFP design their services, treatment, and activities so as to fully comply with all TCADA Rules, as well as the applicable TDCJ-CJAD Substance Abuse Treatment Standards. Such Substance Abuse Treatment Standards are published at 37 Texas Administrative Code §163.40. A copy of current TCADA rules chapter 148 and current TDCJ-CJAD Substance Abuse Treatment Standards are included in the appendix.

## **ADDITIONAL PROPOSAL CRITERIA**

### **Screening**

Proposer's written policies and procedures for the screening of defendants shall ensure the following:

- a. Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the defendant is chemically dependent.
- b. Screening must be conducted by a Licensed Chemical Dependency Counselor or by an otherwise qualified person to conduct such screening who is exempt under TCADA's licensure rules and/or CJAD Standards. Qualified Community Supervision Officers (CSOs) may also conduct the screening.

- c. The screening instruments that are approved for use by Proposer for a TAIIP defendant to determine the possible existence of chemical dependency are the following; [i] Substance Abuse Subtle Screening Inventory (SASSI) [ii] Substance Abuse Life Circumstance Evaluation ("SALCE"), or [iii] Texas Christian University Drug Dependency Scale ("TCUDDS")
- d. Defendants meeting the following criteria must bypass the screening process:
  - (1) A defendant with a documented criminal history of two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances;
  - (2) A defendant who has submitted positive urine specimens;
  - (3) A defendant who has previously attended an outpatient or inpatient substance abuse program;
  - (4) A defendant with a completed and documented screening or assessment/evaluation from another referral source that determined further assessment/evaluation of the subject defendant's substance abuse history was needed;

## **Assessment**

Proposer's written policies and procedures for the assessment of defendants shall ensure the following:

- a. The Proposer's assessment must include the use of the Addiction Severity Index (ASI) or the Substance Abuse Evaluation ("SAE") as a structured or semi-structured interview.
- b. The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency.
- c. The assessor must determine and document an appropriate referral or document why a referral is not necessary.
- d. The ASI interview, scoring, referral, and treatment plan shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor in Training, or by an otherwise qualified person to conduct such assessments who is exempt under TCADA rules/CJAD Standards. Qualified Community Supervision Officers (CSOs) may conduct the SAE interview, interpret the results, and make appropriate referrals for treatment services.

## **Proposal Submission Requirements**

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

- 1. Each proposal must be in the format described in \_\_\_\_\_ of this RFP. Proposals 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 RFP.

2. Each proposal must respond to all portions of the RFP and include information sufficient to constitute a Vendor Operations Plan and Budget. All Texas Department of Criminal Justice-Community Justice Assistance Division proposal and budget forms must be utilized. (See attached forms.)
3. Once the Proposer's written proposal has been received by CSCD, Proposer may not submit changes, amendments, or modifications to their written proposal prior to the date and time set for opening. Notwithstanding the foregoing, however, that modifications from Proposer by telegraph, facsimile, e-mail, Internet or other electronic means will be considered prior to the date and hour of opening. Proposer may, however, withdraw and resubmit a written proposal anytime prior to the final date and hour set for receipt of proposals. CSCD in its sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modifications to its advantage.
4. No modifications by Proposer to a proposal will be accepted after the official opening, nor shall Proposer withdraw or cancel or modify their proposal for a period of 90 days after having been notified that such proposal has been conditionally accepted by CSCD.
5. CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP.
6. Any Proposer who submits a written proposal in response to this RFP without attending the scheduled pre-proposal conference does so at their own risk, and waives any right to assert claims due to undiscovered information.
7. After the opening of proposals and prior to the award of a formal contract to Proposer, CSCD reserves the right to make a pre-award site visit of any or all Proposers' facilities to be used in the performance of work and services related to this RFP. Proposer agrees to allow CSCD, its agents and representatives all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure of Proposer to allow such an inspection shall be cause for rejection of a proposal as being non-responsive. CSCD reserves the right to reject the facilities that are the subject of a Proposal as unacceptable for performance under this RFP as a result of such site visit survey by CSCD.
8. The Proposer's past performance under other contracts or dealings with CSCD or for other public entities may also be used for purposes of evaluating Proposer's suitability for award of a contract under this RFP.
9. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

10. Proposals should not contain or display promotional materials except as they may directly answer questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number to the question in the RFP.
11. Any person or entity contemplating the submission of a proposal in response to this RFP that is in doubt as to the meaning or interpretation of the specifications, proposal documents, or any part thereof, may submit a request for clarification to the CSCD Director. Such request must be submitted on or before the fifth calendar day at 5:00 p.m., prior to the scheduled date and time of opening. **All requests and questions from Proposer shall be in writing, and directed to CSCD at the address included in this RFP.**

### Further 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 proposal review process. A proposal shall be submitted in the following format:

- A. Cover Page: - USE COVER PAGE PROVIDED IN APPENDIX I
- B. Summary Sheet(s) - brief summaries (1 page each) of the proposal relating to:
  - 1) Identification of Proposer; and
  - 2) Proposer's statement of understanding of the proposal, program objectives, CSCD objectives, and
  - 3) Reasons or explanations for any exceptions noted on the cover page.
- C. Attachments: Shall include all information required of each Proposer in the following order:
  - 1) Required Information.
  - 2) Proof of insurance coverage(s)
  - 3) Costs:
    - a) Specify a separate price for each type of service provided (i.e., for detoxification services, intensive residential services, residential services, individual counseling services, group counseling services, etc.).
    - b) Specify if unit price will vary based on the number served (i.e., 10 served will cost x, 20 served will cost y).
    - c) Complete budget forms (Attachment "A") to substantiate how unit price was determined by Proposer for each level of substance abuse service or treatment. **The rate proposed multiplied by the number of units proposed must equal the total proposed budget.**
    - d) Specify any additional price for special population defendants, including dual diagnosis, mentally impaired, etc. State why Proposer's cost would be different for serving special population defendants.

- e) All proposed costs of Proposer must be reasonable and necessary for providing services stated in the RFP, and shall not include any of the unallowable costs. No unallowable cost shall be included as justification for the provision of substance abuse treatment services. Unallowable costs include but are not limited to:
- i. Any item deemed unallowable by State or any authorized agency, statute, policy, or procedure
  - ii. Alcoholic beverages
  - iii. Bad debts
  - iv. Building and land purchase, rental purchase, lease purchase, renovation
  - v. Cash payments to intended recipients of services
  - vi. Expenses or reimbursements to or on behalf of related entities for allowable indirect costs
  - vii. Expenses or costs reimbursed by other funds with respect to amounts paid by CSCD for services
  - viii. Fines and penalties
  - ix. Fundraising, marketing, advertising (advertising is allowable only for personnel vacancies or for procurement of goods and services)
  - x. Legislative expenses for payment to any elected official from funds received from CSCD
  - xi. Lobbying
  - xii. Payments to or on behalf of individuals related to principals of any affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD
  - xiii. Tobacco products
  - xiv. Firearms, ammunition, or firearm components
- 4) Proposer shall identify its proposed staffing pattern to include the number of full and/or part-time employees in each job classification that will be present for each work shift for each of the seven (7) days of the week per each level of substance abuse treatment and services specified in the proposal.
- 5) Other information required from Proposer by this RFP.
- 6) Proposer shall identify the accounting records, reports, and processes that are applicable to the subject TAIP treatment and services to be provided, including but not limited to the following:
- a) Verification of Proposer's rates
  - b) Proposer's indirect cost rates or cost pooling practices
  - c) Proposer's – current billing processes (including software used)
  - d) All audit and financial reporting requirements that apply to Proposer, and to any parent company or affiliates.

## Required Information

Describe eligibility criteria for persons on community supervision / probationers / pre-trial intervention, including any special client characteristics (i.e. level of intellectual functioning, homeless, indigent, etc.). Also include which defendants, if any, would be ineligible to be clients of Proposer (i.e., offense categories, criminal history information, etc.). A Proposer must include information on how their activities, services and treatment will be conducted so as to fulfill the requirements of the Americans with Disabilities Act, 42 U.S.C. § 12132, and the regulations promulgated thereunder. The CSCD may consider proposals to provide substance abuse treatment services for Special Needs Offenders at higher rates.

## Program Description

- 1) State whether the proposal for TAIP services being submitted by Proposer is for one of the following:

<b>NEW</b>	did not have existing contract with CSCD
<b>CONTINUED</b>	existing contract with CSCD
<b>MODIFIED</b>	previously contracted with CSCD and some aspect of the program/service is being modified from the previous year.

- 2) Describe all services to be provided by Proposer, and specify if all services are provided to all persons on community supervision, probationers, and pre-trial defendants.
- 3) Describe Proposer's services and treatment goals and objectives, including how an individualized client treatment plan is developed. Describe other types of treatment plans you will use.
- 4) Describe all responsibilities that are to be placed upon persons on community supervision, probation and pre-trial defendants responsibilities that are to participate in Proposer's treatment and services (i.e., homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).
- 5) Describe the Proposer's experience and history, if any, in working with defendants or clients who are, or were, involved with the criminal justice system in Texas or elsewhere...
- 6) Specific requirements for Residential Treatment Services:
  - a. Describe the procedure used by Proposer, and the information that is necessary, for a defendant to be admitted to their facility for program services and/or treatment.
  - b. Describe any diagnostic assessments and instruments that will precede the provision of program services and/or treatment for a

- defendant. Describe any post-program service and/or treatment assessment that will be conducted. Describe why these particular assessments or instruments will be utilized.
- c. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Proposer.
  - d. Describe minimum/maximum length of program participation for a defendant.
  - e. Describe how client progress is measured by Proposer while at their facility. Describe what criteria are used by Proposer to determine when to release a client early, or request an extension.
  - f. Describe Proposer's communication process and frequency of communication between its facility staff and the CSCD and/or supervising Community Supervision / Pre-Trial Officers (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 Proposer.
  - g. Describe Proposer's client discharge/termination procedure (successful/unsuccessful) from the facility. Include if certificates of completion will be provided by Proposer to participants; and if so, the procedure to provide a certificate to the defendant, and the notification procedure to be used by Proposer to the CSCD and/or supervising Community Supervision / Pre-Trial Officer.
  - h. Describe the Proposer's staff-to-client ratio by level / type of service and treatment. Describe other relevant client supervision procedures and criteria that are to be used by Proposer.
  - i. Provide Photostatted copies of all state and local facility licenses / certificates that apply to the services/treatment at issue, and include expiration and renewal dates.
  - j. Describe Proposer's client files, records, format, electronic databases, frequency of entries, etc.
- 7) Specific requirements for Non-Residential Treatment Services:
- a. Describe the procedure used by Proposer, and information that is necessary for a defendant to be admitted to their program/service.
  - b. Describe and specify any diagnostic assessments by Proposer that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted by Proposer. Describe why these particular assessments will be utilized.
  - c. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Proposer.
  - d. If group counseling is provided, describe the type of group process utilized, include goals/objectives of group process, minimum/maximum number of clients in a group, and specify if open or closed groups are utilized.

- e. If individual counseling is provided, describe counseling/therapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling.
- f. Describe minimum/maximum length of program participation. (Specify program length for each level of service, *i.e.* group/individual.) Describe what criteria and processes are used by Proposer to determine when to release a client early or to request a written extension.
- g. Describe how client progress is measured during program participation. Including the type and frequency of progress reports to be made to the CSCD and/or supervising Community Supervision / Pre-Trial Officers.
- h. Describe communication process and frequency of communication between Proposer's program staff and CSCD the Department and/or the supervising Community Supervision/Pre-Trial Officers (by telephone, written reports, e-mail, etc.). Specify if communication process of frequency will vary during duration of Proposer's services/treatment.
- i. Describe the Proposer's client discharge / termination procedure (successful/unsuccessful) from the program / service being provided. Include if certificates of completion will be provided by Proposer to participants, and if so, the procedure to provide certificate to a defendant and the notification procedure to be used by Proposer to the CSCD and /or supervising Community Supervision / Pre-Trial officer.
- j. Describe the Proposer's staff-to-client ratio by level / type of service and treatment. Describe other relevant client supervision procedures.
- k. Describe Proposer's client files, records, format, electronic databases, frequency of entries, etc.

## Objectives

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

- 1) **Outputs**
  - a) Total number of defendants / clients served
  - b) Total number of successful program completions
  - c) Total number of counseling hours provided
  - d) Other output measures
- 2) **Outcomes.** Include immediate and long-term outcomes that are specific to the program / services as set forth in the proposal.
- 3) The following five outcome measures will be required for each substance abuse service that is included in the proposal:
  - a. Reduce recidivism (defined as a re-arrest for a new separate offense that is punishable by incarceration, *i.e.*, Class B Misdemeanors and up)

- b. Decrease re-incarceration
  - c. Increase Community Supervision Outcomes in areas of
    - (i) Expiration
    - (ii) Early Discharge; and
    - (iii) Revocations.
  - d. Specific Programmatic Outcomes, *i.e.*, completion of program -- successful, --violation of program conditions, or inappropriate placement—unsuccessful.
  - e. Reduction of drug or alcohol use by defendants.
- 4) Describe any performance measures and standards that your Proposer's facility or program uses in accomplishing its goals.

### **Program Evaluation Methods**

- 1) Describe Proposer's plan for determining the degree to which output and outcome objectives are met and methods that are followed.
- 2) Describe Proposer's plan and records for monitoring, determining, and evaluating outputs and outcomes.
- 3) Identify the specific employees of Proposer who are responsible for the monitoring of Proposer's performance measures, outputs, and outcomes.
- 4) Describe how data and records will be gathered by Proposer to determine treatment and program outputs and outcomes.
- 5) Describe test instruments or questionnaires that will be used by Proposer.
- 6) Describe Proposer's process of data analysis (if applicable).
- 7) Describe the evaluation reports to be prepared and produced by Proposer.
- 8) Describe the Proposer's Management Information System (MIS), electronic databases, and records to be used by Proposer for tracking clients in treatment and after discharge.
- 9) If a continued or modified program, please describe results of Proposer's program evaluation data of TAIP clients from the last two years. A program new to TAIP may use data from other client populations.

### **Additional Information Required of Proposer**

Each proposal shall contain the following information:

1. Name, title, telephone and fax number of Proposer's contact person for all inquiries from CSCD. The contact person shall be responsible for fielding all

inquiries from the CSCD related to the proposal, and providing the Proposer's response to CSCD's inquiries

2. Business form of Proposer (e.g. corporation, partnership, sole proprietorship, governmental entity, agency, etc.), if applicable.
  - a) If a corporation, include the date and state of incorporation.
  - b) Whether Proposer is for profit business or non-profit corporation, governmental agency or entity
  - c) Names and addresses of Proposer's principal officers, directors, or partners.
  - d) Identify all employees, officers, or staff of Proposer who is actively or previously on community supervision, probation, deferred adjudication parole, or who has been convicted of a felony or Class A or B misdemeanor.
  - e) A copy of Proposer's most recent financial statement (i.e. monthly, quarterly); and most recent audited financial statement--each to include corresponding balance sheet, income statement and statement of cash flow. Proposer must include an affidavit certifying that Proposer is a duly qualified, capable and otherwise bondable business entity that proposer is not in receivership or contemplates same, and has not filed for bankruptcy.
  - f) A brief biography and complete resume of the person or persons who will operate/manage the services provided by proposers.
  - g) The organizational chart showing Proposer's staff and management.
3. The name and address of the Proposer's insurance carrier(s), along with a letter or statement(s) from Proposer's insurance carrier(s) attesting that the insurance coverage(s) as specified in this RFP is/are either in force or available to upon Proposer.
4. Complete reference information for all public and private institutions or agencies to which the Proposer provides or has provided similar services and treatment. Specify dates for such similar service contracts, and current rates being charged by Proposer for these contracted services.
5. A list of all civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Proposer, its officers, or employees.
6. A list of all criminal cases or proceedings filed or pending at any time during the past five years, brought against, or on behalf of, the Proposer, its officers, or employees.
7. Other organizational, biographical, or financial information deemed relevant by the Proposer or as requested by CSCD.

8. Describe all of the locations where the services and treatment at issue will be provided by Proposer. Detailed information is needed for each physical facility and location where Proposer is to provide services and treatment, including--- contact person, title, physical address, phone and fax numbers, e-mail addresses, types of clients if specific to a particular site (*i.e.*, all male or all female sites), and the levels of treatment and service provided by Proposer at each site. Is the location accessible to public transportation and in a geographic area accessible to defendants? Is the location(s) near schools, day care centers, churches, or other facilities where defendants may be a threat to public safety? Is the location also used to serve any persons who are on parole, the jurisdiction of juvenile authorities, or mental or medical health agencies or providers?
9. Describe when the treatment and services which are the subject of Proposal could begin.

### **Proposal Evaluation Factors**

CSCD will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible applicants. The ultimate objective of CSCD is to enter into a contract that is most favorable and cost effective under the circumstances. A weighted evaluation criteria, utilizing a numeric score, will be used by CSCD to review the proposals.

Subject to the reservations previously stated, and based on TDCJ-CJAD notification of funding allocations, CSCD believes funding will be awarded, and that in August, 2009 CSCD may negotiate a formal contract or contracts as to the subject TAIP treatment and services related to this RFP.

CSCD anticipates that the criteria to be used for reviewing the proposals that are submitted in response to this RFP, among other things, will include the following items:

- A. The proposed price per unit of service.
- B. The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- C. Completion of all aspects and information asked for in this RFP and the attachments thereto.
- D. Proposer's qualifications (e.g., Experience/Licenses/Certifications of management and staff).
- E. Evidence of Proposer's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.

- F. Proposer's experience in working with the target population being addressed in the proposal.
- G. In considering the proposals, the CSCD reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per day/hour.
- H. Proposer's services and treatment activation plan and time frames and dates.
- I. Proposer's program performance measures, evaluation, and monitoring procedures.
- J. The adequacy, and extent of Proposer's financial resources and insurance coverage(s).
- K. Other factors such as the availability of multiple locations, convenience of hours or location to target population, and Proposer's ability to accept some referrals under other funding pools.

As previously stated, CSCD's proposal review process may include pre-award site visits to any and all of Proposer's facilities. In addition, as a part of the proposal review process, CSCD reserves the right to afford to Proposer'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.

### **Following the CSCD's Selections of Proposer(s)**

If any contract is awarded to Proposer, it is anticipated that the Proposal submitted in response to this RFP will be attached and incorporated into such contract as the **Vendor Operations Plan and Budget**. Such Vendor Operations Plan and Budget will be used by CSCD in determining and evaluating the adequacy of Proposer's provision of TAIP services and contract compliance.

If a formal written contract is negotiated and entered into between Proposer with CSCD, it is anticipated that the format, terms and provisions, of such contract will be substantially as set forth at pp. 49–70 of the *Contract Management Manual for TDCJ-CJAD Funding of Offender Services* (September 1, 1999). Such contract format, suggested terms and provisions therein, are incorporated in this RFP by reference; and for Proposer's convenience these pages from this referenced Contract Manual are also reproduced in this RFP, prior to its furnishing of a formal contract to Proposer, CSCD reserves the right to revise or modify such contract format, terms and conditions as may be deemed appropriate under the circumstances and to accommodate any changes or revisions that may occur to the applicable TCADA rules, legislation, or other requirements.

## Appendix I COVER PAGE

*All proposals must include this cover page as the first page*

### Proposal to Perform Substance Abuse Treatment Services

PROPOSALS DUE: _____	HIDALGO COUNTY CSCD	Treatment Alternatives to Incarceration Program
Subject of Proposal		
Proposer's Legal Name	Headquarters' Address	Taxpayer ID
Address (for <b>each TAIP</b> Service / Treatment location) (Use separate pages if needed)	<i>Submit <b>both</b> the billing address and the physical addresses for <b>each</b> location where services will be delivered.</i>	
Telephone Numbers, Fax <i>and</i> <b>E-mail Address</b>	phone	fax  e-mail
<b>Service Type</b>	<b>Rate</b>	<b>Exceptions</b>
Detoxification		
Day Treatment		
Intensive Residential		
<i>Residential</i>		
<i>Intensive Outpatient</i>		
<i>Transitional Outpatient</i>		
<i>Transitional Residential</i>		
<i>Other</i>		
Printed Name of Authorized Agent or official authorized to submit proposal or execute contracts.	Name	Title
<b>SIGNATURE</b>		

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**Appendix II**  
**Vendor Budget Form Instructions**  
**FY 2010-2011**  
**TAIP SUBSTANCE ABUSE TREATMENT SERVICES**

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

**General Information:**

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

**OR,**

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

### Expenditure Lines

#### **1) Personnel Salaries:**

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

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

#### **2) Personnel Fringe Benefits:**

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

#### **3) Personnel Training:**

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

#### **4) Personnel Travel:**

This expenditure line item should include only travel by personnel in the performance of CSCD residential program related business and include staff mileage reimbursement (at no more than the IRS rate per mile), per diem meals, lodging, and public transportation costs.

Travel costs for residents or personal travel is not allowable in this category. Travel to training should also be included. (Expenses for agency vehicles used to transport staff and residents should be listed under the Transportation  expenditure line.)

### **5) Equipment:**

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

### **6) Transportation:**

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

### **7) Consumable Supplies:**

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

### **8) Other:**

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

### **9) Facility:**

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

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

### **REQUIRED ATTACHMENTS:**

1. Depreciation schedule for any equipment items or building that are budgeted in this program budget.
2. "Use allowance" documentation applicable for equipment or buildings if included in this budget.
3. **Either:**
  - Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all of vendor's programs, number of vendor programs to which allocated, and percentage allocated to the CSCD's program;

**OR,**

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

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## UNALLOWABLE COSTS

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

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

# Appendix III Vendor Request for Funding

FISCAL YEARS 2010-2011

VENDOR NAME (Name as Incorporated)

STREET ADDRESS

CITY

STATE

ZIP

List any D.B.A. or A.K.A.'S

E-MAIL ADDRESS

CONTACT PERSON

TITLE

TELEPHONE

FAX

BUSINESS FORM of Vendor (Check applicable):

For Profit Corporation \_\_\_\_\_ Non-Profit Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Other \_\_\_\_\_

State where incorporated or formed: \_\_\_\_\_ Date of Incorporation or formation: \_\_\_\_\_

TYPE OF RESIDENTIAL FACILITY:

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

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

*Facility Name:* \_\_\_\_\_ *Location:* \_\_\_\_\_ *Male Beds:* \_\_\_\_\_ *Female Beds:* \_\_\_\_\_

INSURANCE  
PROVIDER(S): \_\_\_\_\_

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

Signature of Authorized Official

Title

Date

**Appendix IV**  
**Summary Budget for Purchase of Services**  
**FISCAL YEAR 2010-2011**

Vendor: \_\_\_\_\_

City: \_\_\_\_\_

Contract Period: \_\_\_\_\_

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

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

Cost Per Unit:

Show Computation:



**BUDGET JUSTIFICATION**

**2. Personnel Fringe Benefits**

Vendor: \_\_\_\_\_

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















**Appendix V (Substance Abuse Treatment Services Operations Agreement)**

**EXHIBIT A**

**Vendor Operational Plan**  
(Required for Contracts with Each Vendor over \$100,000)

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**EXHIBIT B**

**Monthly Invoice Form**

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## APPENDIX VI

H.B. 776 – Adding Texas Government Code §495.008

25 SECTION 5. Subchapter A, Chapter 495, Government Code, is  
7-26 amended by adding Section 495.008 to read as follows:  
7-27 Sec. 495.008. AUDITING AND MONITORING CONTRACTS. (a) The  
8-1 department shall develop a comprehensive methodology for enhanced  
8-2 auditing and monitoring of all facilities operated under contract  
8-3 with the department that house inmates of the department and  
8-4 releases under the supervision of the department. To achieve this  
8-5 objective, the department shall first review existing auditing,  
8-6 monitoring, and oversight capabilities of the department to  
8-7 determine what further procedures and resources are necessary to  
8-8 achieve this goal.  
8-9 (b) the department shall ensure that all new and renewed  
8-10 contracts described by Subsection (a) include:  
8-11 (1) a provision that the department or a designee of  
8-12 the department may conduct periodic contract compliance reviews,  
8-13 without advance notice, to monitor vendor performance;  
8-14 (2) minimum acceptable standards of performance  
8-15 prescribed by the department that include provisions regarding the  
8-16 health, safety, and welfare of inmates and releases;  
8-17 (3) a provision that if a review determines that a  
8-18 vendor is not in compliance with the contract, the department may  
8-19 require that the vendor's per Diem compensation be withheld until  
8-20 the vendor meets contract requirements or the vendor is replaced;  
8-21 (4) a provision requiring a vendor not in compliance  
8-22 with the contract to implement a plan of corrective action approved  
8-23 by the department; and  
8-24 (5) a provision under which the state is indemnified  
8-25 for costs of litigation and for any damages in lawsuits alleging  
8-26 that the health, safety, or welfare of an inmate or release in a  
8-27 contract facility is not protected.  
9-1 (c) The department shall complete at least one enhanced  
9-2 audit for each facility described by Subsection (a), without regard  
9-3 to whether the facility is operated by a public or private vendor.  
9-4 The enhanced audit must include enhanced contract compliance  
9-5 review of any vendors hired by a community supervision and  
9-6 corrections department to operate a facility.  
9-7 (d) The department, in conjunction with an advisory  
9-8 committee composed of state officials and private officials from  
9-9 within the industry, shall adopt rules to implement the  
9-10 requirements of this section.  
9-11 (e) The department shall develop an appeals process,  
9-12 incorporated by reference into all new and renewed contracts, under  
9-13 which a vendor may appeal any imposed sanction under the contract,  
9-14 with the appeals process including the right to a formal hearing  
9-15 and a right to a final determination by the board.  
9-16 (f) the department shall submit a report to the governor and  
9-17 the Legislative Budget Board not later than January 1, 2003,  
9-18 describing its efforts to implement the requirements of this  
9-19 section. The report must include a summary of contracts and  
9-20 vendors, compliance reviews conducted, incidents of contract  
9-21 noncompliance, sanctions imposed, corrective actions taken, and  
9-22 current contract status. This subsection expires February 1, 2003.

## Appendix VII

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