

Evangelina Garcia

From: Diana Solis [ad004@hidalgococscd.com]
Sent: Monday, July 06, 2009 9:56 AM
To: Evangelina Garcia
Subject: RE: C-08-036-06-01-THE TURNING POINT

Vangie:

Per Mr. Lopez purchasing can proceed to do the contract extension.

Thank you.

Diana G. Solis

Ext 4413

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, July 02, 2009 4:06 PM
To: Diana Solis
Cc: 'Darlene Betancourt'; 'Ramon'
Subject: C-08-036-06-01-THE TURNING POINT
Importance: High

Hello Diana,

Please let me know if the attached contract will be extended by your department since it's coming up for expiration on 08/31/09. It still has two (2)-one (1) year options for renewals/extensions. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

MODIFICATION OF CONTRACT

Contract No.:
Modification No.: 1
Date Modification Issued: January 14, 2009
Effective Date of Modification: February 1, 2009

Name and Address of Vendor:
The Turning Point, Inc.
P.O. Box 771236
Houston, Texas 77215

Issued by (Name and Address of CSCD):
Hidalgo County Community Supervision and Corrections Department
P.O. Box 970
Edinburg, Texas 78540

Authority for Modification: Article XIII, Para. 8.7

Provision of Contract Modified: Article I, Para. 1.1 Vendor Rates, Article I, Para. 1.3 Operational Plan, Article I, Para. 1.20 Cost of Services

Description of Modification: Article I, Para. 1.1 Vendor Rates

DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$795,600 for June 1, 2008 through August 31, 2009...VENDOR agrees to the following rates for substance abuse services: 20 Hour Program/Week \$15.55/person/day and \$10.00 per group hour per client.

Description of Modification: Article I, Para. 1.3 Operational Plan

The proposal submitted in response to the RFP as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited. The Operational Plan also includes the following Aftercare Plan and Justification of Services---We have found that upon release from residential treatment, probationers who do not immediately move into a familiar, comfortable, easily accessible aftercare program are more likely to relapse back to their drug of choice. Consequently, we propose that the Hidalgo SATF institute an on-campus, weekly aftercare program.

We strongly suggest that the aftercare program be facilitated by SATF treatment staff. SATF treatment staff are most familiar with the clients, understand their individual attitudes and behaviors, and are aware of their ongoing treatment issues (personal, family, and/or environmental). SATF staff have the experience and knowledge necessary to identify potential or arising problems and the cognitive behavioral skills to intervene.

The Hidalgo SATF would provide a graduated aftercare program, presented during evening hours

and or weekends. Each client would be required to attend aftercare for twelve (12) months. During the first six months, clients would attend group counseling one time per week for 1.5 hours. During the next six months, clients would attend group counseling one time per month for 1.5 hours. Group meeting would be led by a group facilitator with peer feedback. Each client will check with his/her group to relate how they are doing and to discuss any issues that arose during the previous week(s). Fellow group members will provide feedback and support on the issue(s). Topics will include: Thinking skills work, behavioral skills review, relationships, employment, family issues, other environment issues, relapse prevention, etc.

It is expected that by the six months period, the SATF graduate will have made a successful adjustment back into his/her home and will have tapped into a support group, i.e. "Winners' Circle, AA, NA, etc., thus not requiring the intensity of weekly aftercare meetings. However, should he/she need additional or extended aftercare meetings, this can be staffed with his assigned CSO.

Additionally, a vendor representative will be available by phone to all clients who enter the aftercare phase of the SATF program. Clients will receive a completion certificate when they complete the first phase of aftercare (6 months) and again, after completing the second phase of aftercare (12 months), which completes all requirements necessary to complete the program.

It is strongly suggested that a specialized CSO caseload be made available to graduates of the Hidalgo SATF who enter into the aftercare program. The assigned CSO, who is familiar with substance abuse issues and the modified therapeutic treatment program, would meet with his/her assigned probationer prior to discharge. This would enable him/her to gain an understanding of the unique needs of their assigned SATF graduate so that they can best assist the client with their new life of sobriety and right social living.

Description of Modification: Article I, Para. 1.20 Cost of Services

DEPARTMENT shall pay VENDOR for the delivery of services at the rates specified at paragraph 1.1, above, for a total sum not to exceed \$795,600 for the term of this Agreement.

Name and Title of Department's Representative:
Joe Lopez, CSCD Director

Name and Title of Vendor's Representative:
Dr. Charles Scherzer, Executive Director

Department's Name:
Hidalgo County CSCD

Vendor's Name:
The Turning Point, Inc.

By: Joe Lopez

By: Charles Scherzer

Date Signed: 1/15/09

Date Signed: 1/22/09

SUBSTANCE ABUSE TREATMENT SERVICES
(SATF) OPERATIONS AGREEMENT FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT

This Operations Agreement ("AGREEMENT") is made and entered into by and between Hidalgo County Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

THE TURNING POINT, INC. ("VENDOR")

P.O. Box 771236 Address

Houston, TX 77215 City, State, Zip

as of the 1st day of June, 2008.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2009, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for two one-year periods (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

11 Vendor Rates: DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$690,000.00 for June 1, 2008, through August 31, 2009. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for substance abuse services:

1.2 Substance Abuse Treatment Services Minimum Requirements: The VENDOR shall, in accordance with the 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 substance abuse treatment services as provided in Exhibit A.; and Cognitive programs agreed upon with CJAD in the (YOP) CJP, with final authority resting with the HCCSCD Facility Director.

1.3 Operational Plan: The proposal submitted in response to the RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited.

1.4 TCADA Licensure. A TCADA facility license (as applicable) for Detoxification, Intensive Residential, Residential, Outpatient and/or Intensive Outpatient status pursuant to the TCADA Chemical Dependency Treatment Facility Licensure Rules, February 1998 and subsequent revisions, has been secured and will be maintained during the term hereof. Individuals contracting with the DEPARTMENT must maintain appropriate licensure under TCADA Licensed Chemical Dependency Counselor Handbook of Application Forms, Examination Information, and Rules, February 1998 and subsequent revisions. **VENDOR must notify DEPARTMENT within 48 hours of all TCADA licensure violations, including pending allegations.**

1.5 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of substance abuse and crime. Performance Measures, along with applicable adjustments, for substance abuse services are as follows:

Strategy 1: served. Develop an individualized treatment plan that addresses the needs of each individual

Measures: One hundred percent (100%) of individuals served will have a written individual treatment plan identifying objectives to be completed within three (3) working days for intensive residential programs, within five (5) working days in residential programs, within ten (10) working days in intensive out-patient programs, and within thirty (30) working days in supportive out-patient programs of Defendant's arrival for treatment.

Adjustment: Residential Treatment - For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each bed day the treatment plan was late on each client.

Out-patient Treatment - For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each client hour billed during the time period the treatment plan was late on each client.

Strategy 2: Defendant's progress on individualized treatment plans will be documented.

Measures: One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives.

Adjustment: For each individual not having chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives, the VENDOR shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file.

Strategy 3: Each Defendant exiting treatment will have a discharge plan completed and forwarded to the DEPARTMENT.

Measures: One hundred percent (100%) of the Defendants exiting treatment shall have a discharge plan prepared and forwarded to the DEPARTMENT within three (3) days of the Defendant's discharge.

Adjustment: The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each Defendant that does not have a discharge plan sent to the DEPARTMENT within three (3) days of Defendant's discharge.

1.6 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the Operational Plan (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.7 Diagnosis. In its treatment of Defendants, VENDOR shall:

- a) Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;
- b) 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
- c) Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

1.8 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, 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 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.

19 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.

1.10 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment 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.

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

1.12 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.

1.13 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto and TCADA Licensure Rules.

1.14 DEPARTMENT Approvals Required. Under the following circumstances, VENDOR shall obtain DEPARTMENT'S written approval prior to exceeding the described treatment(s):

- a) Supportive Residential Services exceeding one-hundred-eighty-days (180);

1.15 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 and/or alcohol or drug use by Defendants;

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.

1.16 No-Shows. DEPARTMENT will not pay the VENDOR for Defendants who fail to attend sessions or meetings.

1.17 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders chemical dependency counseling or chemical dependency counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the TCADA licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in the TCADA Licensure Compliance Guide.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which

number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the RFP, if applicable.

TAIP - means Treatment Alternative to Incarceration Program, a program of DEPARTMENT.

TCADA - means the Texas Commission on Alcohol and Drug Abuse, as presently or hereafter constituted.

TCADA Licensure Rules - means the rules as adopted by TCADA and listed in TCADA Chemical Dependency Treatment Facility Licensure Rules, February 1998 and subsequent revisions and TCADA Licensed Chemical Dependency Counselor Handbook of Application Forms, Examination Information, and Rules, February 1998 and subsequent revisions.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR --- means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.18 Excess Profit. For contracted operation of a community corrections facility (CCF) for which a vendor budget has been approved with a stated profit (or excess revenue over expenditures for non-profit entities), VENDOR agrees to refund to DEPARTMENT sixty (60) days after the contract term any excess profit above the approved profit amount.

1.19 Semi-Annual Expenditure Reports. For contracted operation of a community corrections facility (CCF), VENDOR agrees to submit to DEPARTMENT and to TDCJ-CJAD by March 31 and September 30 an expenditure report by the budgeted expenditure lines.

1.20 Cost of Services. DEPARTMENT shall pay VENDOR for the delivery of services at the rates specified at paragraph 1.1, above, for a total sum not to exceed \$690,000.00 for the term of this Agreement.

ARTICLE H REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owning. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit C. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III

GENERAL CONDITIONS

3.1 Safety Requirements. DEPARTMENT shall maintain the physical plant of the Facility in compliance with all applicable codes and TCADA Licensure Rules as applicable.

3.2 Health and Safety. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services.

3.3 Staff Training. VENDOR shall ensure that all staff providing direct Services receive continuing education and training as needed or required and that such education and training is documented.

3.4 Duties and Obligations. VENDOR shall provide the Services at the Facility (ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder. Vendor shall comply with all TDCJ-CJAD Residential And Substance Abuse standards contained in Texas Administrative Code, section 163.

3.5 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.6 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

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

3.8 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.9 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR 's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.10 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV
ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the government board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 — August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

(c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

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

4.9 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.10 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.11 Discharges for Defendant Absence. Defendants on furlough or on an allowed absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.

4.12 Residential Services Billed According to Midnight Strength Rule. Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report.

4.13 Peer or Group-Controlled Meetings. The VENDOR shall not, under any circumstances, bill DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein.

4.14 TDCJ-CJAD Substance Abuse Standards VENDORS contracting with the DEPARTMENT for substance abuse services in a community corrections facility (CCF) must comply with the TDCJ-CJAD Substance Abuse Standards.

4.15 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1.5 herein, or refund DEPARTMENT the specified adjustments.

4.16 Equipment. Title to any equipment purchased in excess of \$1,000.00 per unit cost (e.g., keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable. Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ.

4.17 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

4.18 Other Revenues for Additional Services. VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A.

4.19 Other Revenue for Proposed Services. As per Government Code Section 76.017 (e), services provided to Defendant referred under TAIP are billable only if no other public or private funds are available to that Defendant/client. The prices quoted in this AGREEMENT are the full cost of treatment. Any fees, food stamps, or other revenues collected on behalf of the Defendant for client services provided for in this AGREEMENT must be used to reduce cost per unit of service per Defendant under this AGREEMENT.

ARTICLE V DEFAULT AND TERMINATION

51 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. A failure to maintain TCADA Licensure Rules in accordance with Sections 1.4 and 1.13 hereof;
- c. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- d. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

52 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have

no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI INSURANCE AND INDEMNIFICATION

6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following:

- A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
 - 1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
 - 3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
 - 4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;

5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages based on violations of civil rights; 7.

Claims for damages arising from fire and lightning and other casualties.

- B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
- C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.
- D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

6.2 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

ARTICLE VII INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal

Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR' s association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

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

8.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

8.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

8.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

8.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

8.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part thereof or affect the construction or interpretation hereof.

8.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

8.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

ARTICLE IX

VENDOR'S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF
PROTECTED HEALTH INFORMATION ("PHI")

9.1. General: VENDOR agrees to

- (a) hold all Protected Health Information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by VENDOR from or on behalf of County.
- (b) be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996, PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy Requirements."
- (c) cooperate with the Texas Medicaid Fraud Control Unit and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trial, and in any other process, including investigations that are required as a result of VENDOR's Services to County. Compliance with this paragraph is at VENDOR's own expense.

9.2. Representations: VENDOR represents that he/she is familiar with Privacy Requirements, State HIV/AIDS and mental health information, and State and Federal drug/alcohol-related health information.

9.3. Business Associate: VENDOR is a "Business Associate" of County as that term is defined under the Privacy Requirements. VENDOR agrees:

- (a) *Nondisclosure of PHI:* Not to use or disclose the PHI received from County or on behalf of County other than as permitted or required by this Agreement, or as otherwise required by law.
- (b) *Limitation on Further Use or Disclosure:* Not to further use or disclose the PHI received from or on behalf of County in a manner that would be prohibited by the Privacy Requirements of HIPAA if disclosure was made by County, or if either VENDOR or County is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.
- (c) *Safeguards:* To use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule.

- (d) *Reporting Unauthorized Disclosures:* To report to County any use or disclosure of PHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.
- (e) *SubVENDORS and Agents:* To make all reasonable efforts to ensure that any subVENDOR or agent to whom VENDOR provides PHI received from County agrees to the same restrictions and conditions that apply to VENDOR with respect to such PHI.
- (f) *Mitigation:* To mitigate, to the extent practicable, any harmful effect that is known to VENDOR of a use or disclosure of PHI by VENDOR or by a subVENDOR or agent of VENDOR resulting from a violation of this Agreement.
- (g) *Notice - Access by Individual:* To notify County in writing within three business days of any request by the individual for access to the individual's PHI and to, upon receipt of such request from the individual, direct the individual to County for access to the individual's PHI.
- (h) *Notice - Request for Amendment:* To notify County in writing within three business days of any request by the individual for amendment to the individual's PHI and to, upon receipt of such request from the individual, direct the individual to County to request amendment of the individual's PHI.
- (i) *Notice - Request for Accounting:* To notify County in writing within three business days of any request by the individual for an accounting of disclosures made of the individual's PHI and to, upon receipt of such request from the individual, direct the individual to County for an accounting of the disclosures of the individual's PHI.
- (j) *HHS Inspection:* Upon written request, to make available to the Secretary of Health and Human Services ("HHS") or his designee, VENDOR's internal practices, books, and records relating to the use and disclosure of PHI received from or held for HCPHCS in a time or manner designated by the Secretary for purposes of the Secretary determining VENDOR's compliance with the HIPAA Privacy Requirements.
- (k) *County Inspection:* Upon written request, to make available to County during normal business hours VENDOR'S internal practices, books, and records relating to the use and disclosure of PHI received from or held for HCPHCS in a time and manner designated by County.
- (l) *PHI Amendment:* To incorporate any amendments, corrections, or additions to the PHI of County when notified by County that the PHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the HIPAA Privacy Requirements.
- (m) *Documentation of Disclosures:* VENDOR agrees to document disclosure of PHI and information related to such disclosures as is necessary for County to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 as amended.

- (n) *Termination Procedures:* Upon termination of this Agreement for any reason, to return all PHI received from County to County or, if specially requested to do so by County in writing, to destroy all PHI received from County. This provision applies when VENDOR maintains PHI from County in any form. If VENDOR determines that returning or destroying the PHI received from County is infeasible, VENDOR shall (i) provide to County notification of the conditions that make return or destruction infeasible; (ii) extend the protections of this Agreement to such PHI; and (iii) limit any further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible.
- 9.4. Survival of Privacy Provisions: VENDOR's obligations with regard to PHI shall survive the termination of this Agreement.
- 9.5. Amendment Related to Privacy Requirements: The Parties agree to take such action as is necessary to amend this Agreement if County, in its reasonable discretion, determines that amendment is necessary for County to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended, and any other law or regulation affecting the use or disclosure of PHI. Any ambiguity in this Agreement shall be resolved to permit County to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended.
- 9.6. Indemnification. *Business Associate agrees to indemnify and hold harmless County and its directors, officers, employees, and agents (individually and collectively "County Indemnitees") against any and all losses, liabilities, judgments, penalties, awards and costs (including costs of investigation and legal fees and expenses) arising out of or related to (a) a breach of this Agreement relating to the Privacy Requirements by Business Associate, or (b) any negligent or wrongful acts or omissions of Business Associate or its employees, directors, officers, subVENDORS, or agents, relating to the Privacy Requirements including failure to perform their obligation under the Privacy Requirements.*
- 9.7. Access to Books and Records of VENDOR
VENDOR agrees to allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the County Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by VENDOR. VENDOR agrees to allow such access until the expiration of four (4) years after the Services are furnished under the contract or subcontract. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Service ("CMS"). VENDOR allows similar access to books, records, and documents related to contracts between VENDOR and organizations related to or subcontracted by VENDOR, as defined by the regulations of CMS.
- 9.8. E-Mail Addresses
VENDOR affirmatively consents to the disclosure of its e-mail addresses that are provided to Hidalgo County including any agency or department of Hidalgo County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOVT CODE ANN.

§ 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by VENDOR and agents acting on VENDOR's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

9.9 Governing Law

This Agreement shall be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement shall be in Hidalgo County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in Hidalgo County, Texas by

DEPARTMENT: HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS
DEPARTMENT

BY: JOE LOPEZ

SIGNATURE: 

DATE: 6/5/08

TITLE: CSCO Director

VENDOR: THE TURNING POINT, INC.

BY: 

DATE: 6/9/08

TITLE: Executive Director

EXHIBIT "A"
SPECIFICATIONS/TURNING POINT'S
PROGRAM PLAN

PROGRAM DESCRIPTION

1. Describe all services to be provided by Proposer, and specify if all services are provided to all persons on community supervision, offenders, and pre-trial offenders.

The Turning Point, Inc. (TPI) will provide a **six months to one year residential** program utilizing "Thinking for a change" presented within the TCU Treatment System. Thinking for a Change (T4C) is a comprehensive cognitive behavioral treatment program specifically designed for the offender.

The TCU Treatment System comprises a collection of resources for planning, implementing, and assessing progress in using evidenced-based treatment innovations for substance use problem. This system includes (1) manual-guided psychosocial interventions and related life-skills counseling strategies, (2) integrated assessment instruments for measuring offender needs and performance, and (3) program management tools to address organizational needs, functioning, and change.

These components will be provided within a structured, community social learning environment (modified therapeutic community). It is specifically designed for high risk, substance abusing offenders, most of whom have had several failed treatment attempts. The majority of offenders have significant criminogenic needs resulting in chronic negative interactions with the criminal justice system.

Therapeutic Community

The program is based on social learning theory which maintains that an offender's behavior and substance abuse have been learned over time. A primary tenet of social learning theory is that offenders can learn new behaviors, attitudes, and feelings by observing other people and events followed by individual practice of appropriate thoughts and behaviors.

The Therapeutic Community offers a unique social learning environment in which offenders are exposed to a structured, pro-social environment that includes appropriate approval and disapproval, an organized structure of sanctions and rewards, recognition and appreciation of consequences, the use of other offenders as peer role models, and a structure of communication and daily activities. Offenders learn new behaviors, attitudes, and feelings by observing other people, by receiving daily, immediate feedback about their thinking and actions, by being confronted on their criminally distorted thinking, and by being taught new cognitive coping strategies.

Traditional Therapeutic Communities rely on structure, sanctions, and peer feedback to induce the offender to increase his pro-social behaviors, to learn alternatives to drug and alcohol use as mood modifiers, and to take on more personal responsibility generally for his actions. The TPI program additionally provides a "family" environment based on warmth, trust, empathy, and genuineness that gives the offender, perhaps for the first time, the opportunity to live and function in a caring, loving, and protective environment. Living within this environment enables the offender to become aware of his own faulty thinking, mistaken attributions/assumptions, and his unrealistic or self-destructive expectancies about life. It encourages him to make a more mature, selfless commitment to others, to take on responsibility for his actions, to increase his own self-efficacy, and to accept a more pro-social view of life. For many high risk offenders, this is a process of **habilitation**, that is, the development of a socially productive, conventional lifestyle for the first time.

Therapeutic Community – Implementation

The TPI Residential Program is a hierarchical treatment community. As offenders successfully matriculate through the system, they take on increasingly more responsible roles (job and/or leadership) in anticipation of transferring their re-socialization to their home environments.

The structure and accountability that a therapeutic community provides has been shown to be essential in providing an environment in which social learning can take place. The TPI modified residential program realizes that while structure and accountability are necessary ingredients to habilitation and rehabilitation, offenders must also be given a set of thinking skills, behavioral control skills, and interpersonal relating skills that can be transferred to the real world environment. Additionally, high risk offenders frequently present with a unique set of

criminogenic needs and a sometimes subtle network of attitudes, beliefs, and thinking patterns that create an entitlement and righteousness about selfish and harmful acts, which if not addressed, will ultimately defeat their treatment efforts. TPI's residential treatment approach directly addresses these issues.

The Turning Point, Inc. will provide **20+ hours** of offender services per week. Additionally, a family program, including family education and individual offender/family session(s) will be offered.

TPI agrees to accept offenders who are on community supervision and pretrial offenders who may have violent or sexual offenses or have mental illnesses. Therefore, there are no exceptions taken.

The TPI program is provided over a six months to one year period and is delivered in three phases: **Phase I** (Orientation/Induction Into Treatment), **Phase 2a** (Engagement Into Treatment), **Phase 2b** (Early Recovery In Treatment), and **Phase 3** (Retention And Re-Entry). Offenders must complete all objectives of each phase as outlined on each phase checklist in order to advance through each phase. (See resident handbook)

Throughout all phases, the offender is given work assignments/job functions, which are assigned on a hierarchy according to seniority, individual progress, and productivity. The best way for an offender to advance within the structure of the community is to properly use the house tools (holding your brother accountable), to be a positive role model (providing support), and to accept responsibility (taking care of self first).

Phase 1: Orientation/Induction Into Treatment (duration 30 days)

Phase I focuses on the offender's motivation to change, readiness for treatment, treatment orientation/planning, education and assimilation into the modified TC. These are crucial elements of the induction phase; they are related directly to the level of offender engagement during the early weeks of treatment. It is during this phase of treatment that the offender begins to build trust and rapport with other participants and with counselors.

The offender will start the treatment process and receive a "big brother" – assigned by the clinical supervisor. He/she will attend an individual session with a primary counselor, participate in Orientation Group, receive the offenders' handbook, learn "Rules and Tools", become informed about the program modality (Therapeutic Community – TC), and will participate in the TCU Curriculum: "Getting Motivated to Change". Additionally, the offender will attend and participate in Process Group and Encounter Group (See daily schedule for Residential Programming)

The offender will meet all objectives of the Phase 1 Checklist (see Offender Handbook) in order to advance to the next phase. The Offender will submit a request for phase change; his assigned counselor reviews criteria and signs the request form; and the offender will then attend phase change staffing.

Phase 2a: Engagement Into Treatment (duration 6 weeks)

Engagement into treatment is the foundation for achieving therapeutic improvements in clients' psychosocial functioning. "Engagement" means regular active participation, cognitive re-focusing on treatment issues, and developing rapport and a trusting relationship with counselors. Phase 2a utilizes cognitive restructuring exercises to help clients develop critical thinking skills and to confront their criminal/addiction thinking errors.

The offender will participate in the first ten (1-10) sessions of "Thinking for a Change" and will complete the TCU Curriculum: "Understanding and Reducing Angry Feelings", and the TCU Curriculum: "Common Sense Ideas for HIV Prevention and Sexual Health". Additionally, the offender will attend and participate in Process Group and Encounter Group.

Phase 2 will include the introduction of the reward system, "TCU Contingency Management Strategies and Ideas (CM)". This system utilizes star charts which serve to reinforce client goal setting, session attendance (i.e., regular and on-time), and participation in treatment settings.

Phase 2b: Early Recovery in Treatment (duration 6 weeks)

Offenders in this phase begin the process of making psychosocial, cognitive, and behavioral changes, including learning life and social skills as well as basic "relapse prevention" concepts, all of which are necessary to initiate the recovery process.

The offender will participate in sessions 11-22 of "Thinking For a Change" and will continue the TCU Contingency Management Strategies and Ideas (CM). He/she will complete the TCU Curriculum: "Ideas for Better Communication", learning ways to improve relationships through communication, the TCU Curriculum: "Building Social Networks", learning to build and strengthen social support in recovery, and "Time Out For Men", a workshop for men focuses on improving intimate relationships. Female offenders will complete "Time Out for Me" a TCU Institute of Behavior Health program designed exclusively for women that focuses on communication skills such as listening, sharing feelings, using "I" statements, assertiveness, and conflict resolution in intimate relationships.

An offender will meet all objectives of the Phase 2b Checklist (see Offender Handbook) in order to advance to the next phase. The Offender will submit a request for phase change; his/her counselor reviews the criteria and signs the request form; and the offender will then attend phase change staffing.

Phase 3: Retention and Re-Entry (duration 60 days)

In this phase, retention in treatment increases as recovery-oriented "thinking and acting" is stabilized and emphasis is given to community re-entry issues, especially for improving family relationships and support systems. Longer retention is related to better offender outcomes following discharge. Re-entry focuses the offender on reintegration into the home or other "outside" community and on relapse prevention.

An offender will complete the TCU Curriculum: "Straight Ahead: Transition Skills for Recovery", SAMSHA's Relapse Prevention Handbook – Self-study, the TCU Curriculum: "Unlock Your Thinking, Open Your Mind", and the TCU Curriculum: "Partners in Parenting". The offender will continue his/her participation in Process Group, Encounter Group, and in the TCU Contingency Management Strategies and Ideas.

An offender will complete an "Evaluation of Self and Treatment" (TCU), "Criminal Thinking Scales" (TCU), and the University of Rhode Island Change Assessment Scale (URICA). The counselor will score the Evaluation of Self and Treatment, Criminal Thinking Scales and the URICA. The scores will be transferred to the "Assessment Profile" and this information will be utilized during the exit individual session. Final discharge planning and recommendations will be developed. A discharge staffing will be conducted

It is the goal of the staff for all residents to leave the program having acquired recovery skills. These skills will include:

1. The recognition of their primary problem;
2. Their acceptance that they are responsible;
3. The realization that they are accountable for their choices in life; and
4. An understanding that help is necessary for continued sobriety via a support program, aftercare, and peer support.

Services types will include:

New Offenders are presented to the program after they have been cleared through medical. On the second day an offender will attend the intake group.

Intake/Orientation Group (duration 30 days).

Offender Orientation will be completed within 24 hours of admission into the facility. This orientation will include the offender bill of rights, offender grievance procedure, program rules, violations and other behavior that can lead to disciplinary action or discharge, any behavior management procedures used to enforce program rules, the

program's philosophy and treatment objectives, opportunities for family or significant others to be involved in the treatment program, and rules about visits, telephone calls, mail, and gifts as applicable.

Orientation is conducted by a TPI staff member and addresses the "whys" of the Therapeutic Community. This is a place in which newly referred clients can freely ask questions, vent, and be honest and open. Clients are shown the handbook and its function. (See section IV attachment sample of the "Offender Handbook") During the orientation process the offender will complete the following forms: Consent for Treatment, Authorization to Release, Authorization to Obtain, and Offender Orientation Checklist. Screening tools include: TCUDS II, Criminal Thinking Scales, Self-Rating at Intake, and the URICA. Counselors will gather documents, place them in the client file, and present the information to the offender's primary counselor for the assessment process.

Assessment Process: The assessment process is a structured, one-on-one interview with the offender conducted by an LCDC or supervised Counselor Intern. The counselor will conduct the assessment tools utilizing the Addiction Severity Index (ASI) and the (TCU) Counselor Rating of Offender. The Counselor will enter the scores from these assessments into the Assessment Profile. (**See Assessment Profile section IV attachments**) This information will be placed in the Offender's chart within five (5) working days after the assessment process is completed.

(A detailed description of screening and assessment tools to be utilized are found in the response to question 5b of this RFP)

Individual Counseling: Individual counseling will be used to review the treatment plan, specifically evaluating individual goals and assignments, to process emotional issues that the offender may have been unable to discuss in group, to prepare the individual to bring up/resolve issues in group, to formulate a CD relapse plan, and/or to assist in developing an individual aftercare program.

Treatment Planning and Initial Discharge Planning: The counselor will formulate an initial treatment plan immediately after assessment process and update it once all scoring has been received. The treatment plan will be completed with the offender and signed by the offender and his/her primary counselor (and the clinical supervisor, if required). A signed copy is given to the offender's probation officer and/or and the Department. The original is filed in TPI's offender file within five (5) working days from admission.

Individualized Treatment Plan: The initial treatment plan will be completed within 5 working days of admission into the facility. That treatment plan will include: Identified problems/needs; treatment goals; services/strategies used to achieve goals; service frequency; and it will provide space to document completion of specific goals.

Individualized Treatment Plan Review: Treatment Plan Reviews are conducted at every phase change from the formulation of the initial treatment plan. Reviews are conducted through a structured interview process on an individual basis with the offender. Treatment plan reviews will be signed by the offender and primary counselor, dated, and placed in the offender's file.

Discharge Plan: The counselor and offender shall develop and implement an individualized discharge plan. The discharge plan will be initiated at the time of admission and updated with every treatment plan review. Discharge plans shall be updated as the offender progress through treatment and shall address the continued appropriateness of the current treatment level. The program shall involve the offender's family or an alternate support system in the discharge planning process when appropriate. Discharge planning shall be completed before the offender's scheduled discharge. A written discharge plan shall be developed to address ongoing offender needs including: (1) individual goals or activities to sustain recovery, (2) referrals, and (3) recovery maintenance services, if applicable.

Discharge Summary: The discharge summary is used by TPI to record the date and circumstances related to treatment discharge and will be completed at least 72 hours prior to discharge and staffed with the Department. It shall be signed by the QCC and it shall include: (1) dates of admission and discharge, (2) needs and problems identified at the time of admission, during treatment, and at discharge, (3) services provided, (4) assessment of the offender's progress toward goals, (5) reason for discharge, and (6) referral and recommendations, including arrangements for recovery support groups.

Therapeutic Community Groups:

Development Groups: (Held in the mornings and in the evenings). The AMD group provides an opportunity to go over family and personal goals for the day and serves to positively motivate the offender for the day's activities. The PMD group provides an opportunity for the offender to go over the business of the day, to review problems and issues, and to make announcements.

Peer Confrontation (Encounter) Group: Under the supervision of a trained staff person, members confront themselves and each other with total honesty regarding their character defects, faulty thinking, and inappropriate and self-destructive behaviors. Connections are made between the feedback they receive, their personal honesty, their addiction(s), and their criminal behaviors in order to increase self-awareness and, consequently, to encourage self-efficacy, i.e. teaching the offender the ability to bring about desired changes on his own.

Process (Family) Group: Process Group provides a treatment guided, group forum for clients who share the same counselor. Clients process feelings regarding issues within the program and/or issues in past situations within a comfortable, safe setting while receiving positive feedback from peers. This group also allows clients to positively bond, such that they can encourage one another's efforts and model appropriate and healthy peer interactions.

Rules and Tools Group: Provides a formal, group opportunity to review the rules (i.e. "lapse in negative street behavior", "learning experience", etc.) and tools (i.e. "dropping a confrontation slip", "writing a TPR slip", etc.) of the modified therapeutic community to assure that everyone has the same understanding and to mitigate any commonly held misconceptions.

Cognitive Change Group: "Thinking For a Change" (National Institute of Corrections) "Thinking for a Change" is a structured cognitive change program that includes cognitive, social and behavioral elements. It is delivered in three phases over an approximate 3 to 6 month period:

Lesson 1:	Introduction and Overview
Lesson 2:	Active Listening Skills
Lesson 3:	Asking a Question
Lesson 4:	Giving Feedback
Lesson 5:	Our Thinking Controls How We Act
Lesson 6:	Paying Attention to Our Thinking
Lesson 7:	Recognizing the Thinking that Leads to Trouble
Lesson 8:	Finding New Thinking
Lesson 9:	Using Thinking Check Ins
Lesson 10:	Knowing Your Feelings
Lesson 11:	Understanding the Feelings of Others
Lesson 12:	Responding to the Feelings of Others
Lesson 13:	Preparing for a Stressful Conversation
Lesson 14:	Responding to Anger
Lesson 15:	Dealing with an Accusation
Lesson 16:	Introduction to Problem Solving
Lesson 17:	Step 1 – Stop and Think
Lesson 18:	Step 2 – Problem Description
Lesson 19:	Step 3 – Getting Information to Set a Goal
Lesson 20:	Step 4 – Choices and Consequences
Lesson 21:	Step 5 – Choose, Plan, Do Step 6 – Evaluate
Lesson 22:	Self-Evaluation: What Else Do I Need?

Remediation Groups: TCU Ten Intervention Groups: These interventions are derived from evidence-based foundations, including cognitive-behavioral models and field-based research.

Getting Motivated to Change.
 Mapping your treatment plan
 Contingency Management Strategies and Ideas
 Understanding and Reducing Angry Feelings
 Unlock Your Thinking, Open Your Mind
 Ideas for Better Communication
 Building Social Networks
 Common Sense Ideas on HIV Prevention and Sexual Health
 Time Out for Men/Time out for me (for female offenders)

CD Education Group: Offenders express their view of drug addiction and are provided with basic knowledge about drugs and alcohol utilizing the TPI Chemical Dependency Education Program. CD education groups also discuss and compare various substance abuse support groups: Traditional AA, NA, and CA; Biblically-based AA; Secular Organization for Sobriety (SOS); Rational Recovery; and Self-Management and Recovery Training ("SMART" Recovery). Role-play is used to help the offender in making a connection to a support group, seeking out a sponsor, etc.

Relapse Prevention Groups: The CENAPS Model of Relapse Prevention Therapy (CMRPT[®]), a comprehensive method for preventing chemically dependent offenders from returning to alcohol and other drug use after initial treatment and for early intervention should chemical use occur, is reviewed. Offenders will: (1) assess the global lifestyle patterns contributing to relapse by completing a comprehensive self-assessment of life, addiction, and relapse history, (2) construct a personalized list of relapse warning signs that lead the relapser from stable recovery back to chemical use, (3) develop warning sign management strategies for the critical warning signs, (4) develop a structured recovery program that will allow him to identify and manage the critical warning signs as they occur, and (5) develop a relapse early intervention plan that will provide the offender and significant others with step-by-step instructions to interrupt alcohol and other drug use should it reoccur.

Family Relations : Improving Your Family Relationships (Dr. John Garlock, The Family Resource Center): A didactic, self-assessment, and role-play program addressing such issues as: How and why did I select my present relationships; Your present family relationships; finding and developing healthy relationships; maintaining healthy relationships; dealing with problems in relationships; what rights do I have in my relationship to initiate change; and am I willing to commit to a relationship change contract. Presents several self-evaluation techniques: Self-change readiness questionnaire – am I ready to change; evaluating healthy family traits; evaluating family rules; evaluating family communication styles; and evaluating family parenting style. Includes: Family, stress management, family relaxation, family assertiveness training; and family problem solving activities.

2. Describe Proposer's services and treatment goals and objectives, including how and an individualized offender treatment plan will be completed.

The Turning Point, Inc. proposes to provide services through a modified therapeutic community treatment model enhanced by the addition of a cognitive-change curriculum, specialized group treatment, and individual counseling.

Goal No. 1: The Turning Point will provide a structured treatment program which encourages positive peer interaction, increased responsibility, self-control, communication, and problem solving skills which will ultimately lead to behavioral self-control, reduction in authority problems, increased reliance on positive reinforcers, and a new sense of hope.

Objective 1: 85% of offenders admitted into the program will complete the Re-Entry (Third and Final) phase of treatment within six months of their admission date.

Objective 2: 95% of offenders admitted into the program will complete the Re-Entry phase of treatment within nine months of their admission date.

Objective 3: 98% of offenders admitted into the program will complete the Re-Entry phase of treatment within one year of their admission date.

Objective 4: At least 75% of the behavioral objectives identified in the original treatment plan and subsequent treatment plan revisions will be achieved by the probationer at discharge.

Objective 5: 90% of offenders who complete the program will have a good to excellent behavioral ratings by their assigned probation officers.

Objective 6: 90% of offenders who complete the program will self-report increases in self-esteem and overall happiness, and will be able to state two or more specific and significant positive changes they have made in their lives as a result of program activities.

Objective 7: Family members of at least 80% of the offenders who complete the program will be able to identify two or more specific and significant positive changes in the probationer's behavior/personality.

Goal No. 2: Offenders who complete this program will be able to generalize positive behavior and attitudinal changes to their home environment. Further, these changes will be long-lasting in nature.

Objective 1: 95% of offenders who, when contacted 60 days after successful discharge from the treatment program, will report no use of alcohol or drugs within the past 30 days.

Objective 2: 85% of offenders who successfully complete the program will be active in an aftercare program on at least a one night a week basis at 120 days after treatment.

Objective 3: 5% of Offenders who successfully complete the program will be convicted of an alcohol/drug related criminal offense up to 120 days after completion of this program.

Objective 4: 90% of Offenders who successfully complete this program, who were enrolled in school or were working at the time of admission to this program will continue in school or work setting within 60 days of discharge from the program.

Objective 5: 85% of Offenders who successfully complete this program and who regularly attend an aftercare program, who were not enrolled in school or were not working at the time of admission to this program will re-enroll in school or will start GED-preparation classes, or will take the GED test, or will have obtained at least a 20-hour per week job within 60 days of discharge from this program.

Additionally, TPI has adopted the Department's goals and strategies listed below:

Goal # 3: Develop an individualized treatment plan that addresses the needs of each offender served.

Objective: 100% of offenders referred to the program will be provided, within ten (5) working days from the offender's date of entry, with an Individualized Treatment Plan that addresses their specific needs.

Goal # 4: Complete progress notes on the individualized treatment plans for each offender

Objective: 100% of individuals served will have chronological recordings in their case file on a weekly basis documenting the offender's level of participation and compliance with treatment goals and objectives.

Goal # 5: Each offender exiting treatment will have a discharge plan completed and forwarded to the Department

Objective: 100% of the offenders exiting treatment will have a discharge plan prepared and forwarded to the Department within three (3) days of the offender's discharge.

3. Describe all offender responsibilities (i.e. homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate.

The offender is expected to participate fully as a member of the Therapeutic Community. As a functioning community member, the offender is required to:

- 1) take responsibility for attending all required structured activities;
- 2) complete all facility required duties/jobs;
- 3) set up and attend individual counseling appointments;
- 4) participate in treatment planning and staffings;
- 5) provide constructive and thoughtful feedback to other community members;
- 6) accept criticism from others;
- 7) value abstinence from drugs and alcohol;
- 8) eschew violence and criminal law breaking as acceptable behaviors;
- 9) participate in family sessions as appropriate and available;
- 10) assist in writing a discharge plan;
- 11) provide an effective and reasonable aftercare plan;
- 12) complete all homework assignments within the allotted time;
- 13) provide a verbal summary of the previous weeks activities including an assessment of healthy and unhealthy behaviors;
- 14) participate in all role playing and social skills training activities; and
- 15) self-assess his/her treatment progress and participate in treatment plan reviews.

4. Describe the Proposer's experience and history, if any, in working with offenders who are, or were involved with the criminal justice system in Texas or elsewhere.

The Turning Point has been licensed by the Texas Department of State Health Services to provide outpatient and supportive residential adult substance abuse treatment since 1995.

We currently are contracted to provide outpatient substance abuse treatment programs to the Harris County Community Supervision and Corrections Department – Treatment Alternatives to Incarceration Program (TAIP), the Ft. Bend Community Supervision and Corrections Department – TAIP, and the Texas Department of Protective and Regulatory Services – Children's Protective Services.

Additionally, we provide substance abuse treatment services to 120 juveniles (male and female) who are incarcerated in four Harris County Juvenile Probation residential facilities.

We currently provide modified therapeutic community treatment programs to the Harris County Community Supervision and Corrections Department's Residential Substance Abuse Treatment Program (RSAT), a 110-bed, 6 months to 1 year substance abuse treatment program for men, and to the Peden Substance Abuse Treatment Facility, a 200-bed, 3 months to 6 months substance abuse treatment program for men, which includes a co-occurring disorders unit. We also provide a multi-modal educational Social Learning Community program (Substance Abuse Re-entry Offender Program) in six TDCJ State Jail facilities located in Dallas, Austin, San Antonio, Beaumont, Dayton and Houston Texas (a total of 1200 offenders).

We have a very successful history of working with criminal offenders and their families in residential and outpatient settings. Our staff is trained in evidenced-based treatment strategies, including the TC model, cognitive restructuring, motivational enhancement, and stages of change. Additionally, we were among the earliest providers in Harris and Ft. Bend County of anger management and domestic violence treatment programs for offender populations. We have excellent relationships with our host facilities, all of whom have openly expressed their appreciation for our treatment skills, ethical behavior, creativity, stability, and cooperative, team-oriented approach to providing treatment services to their offenders.

5. Specific requirements for Residential Treatment Services

A. Describe the procedures used by Proposer, and the information that is necessary, for an offender to be admitted to their program.

TPI is anticipating that all referrals will be court ordered treatment services as a condition of the offender's probation.

The offender will be determined appropriate and eligible for residential substance abuse service by an LCDC.

A TCUDS (Texas Christian University Drug Screen) will be conducted in conjunction with an ASI (Addiction Severity Index). If the offender presents a DSM-IV Diagnosis of a substance use disorder and there are no psychological or medical conditions which preclude the offender from participating in the program, then the admission process is complete and the formulation of the initial treatment plan will begin. **(Also see eligibility criteria in this RFP section II under required information).**

B. Describe/specify any diagnostic assessments that will precede program services and/or treatment. Describe any post-program service and/or treatment assessments that will be conducted.

Screening and Pre-Treatment Assessment:

TCUDS II This is self-administered and serves to quickly identify individuals with a history of heavy drug use or dependency (based on the DSM and the NIMH Diagnostic Interview Schedule) and who therefore should be eligible for treatment options. It is particularly useful (and widely used) in criminal justice settings, especially for offenders eligible for treatment as an alternative to regular incarceration. This instrument is used to identify the possible existence of chemical dependency.

The screening process may be bypassed if the offender meets any of the following criteria: Documented history of two or more prior arrests which involve use, possession, or sale of illegal substances; submission of a positive urine specimen; or if the offender has a prior treatment history and the completion of a screening /assessment from another referral source that has determined further assessment/evaluation of the offender was warranted

Comprehensive Addiction Severity Index (ASI) will be completed within 5 working days of admission into the facility. That assessment will include a structured interview process. Based on the information gathered, a clinical diagnosis will be determined, identifying the extent of the offender's chemical diagnosis and if any referrals are needed to address issues outside our scope of practice, all of which is documented in the offender's file.

This instrument that includes information regarding family background, current living situation, education and employment background, legal background, chemical use background, and self-assessments of personality/emotional characteristics, attitudes, and other issues. The ASI identifies the offender's strengths, weaknesses, and needs/problems. Information obtained by the ASI will be used to make a DSM-IV diagnosis, to place the offender in the appropriate level of treatment, and it will be used in the formulation of the initial treatment plan.

CJ Offender Evaluation of Self and Treatment, Intake Version (TCU CJ CEST- Intake) is a self-rating form completed by the offender at the time of admission to treatment. It includes short scales for psychological adjustment, social functioning, and motivation. These scales also provide a baseline for monitoring offender performance and psychosocial changes during treatment.

TCU Criminal Thinking Scales (TCU CTS) is a supplement to the CJ-CESI and CJ-CEST and is designed to measure "criminal thinking." The 6 CTS scales include Entitlement, Justification, Power Orientation, Cold Heartedness, Criminal Rationalization, and Personal Irresponsibility which represent concepts with special significance in treatment settings for correctional populations

URICA (University of Rhode Island Change Assessment Scale): A modified (12 question) version of the URICA with formal scoring will be utilized initially to assess the offender's readiness for change and will be used periodically during his treatment to assess his current stage of change. Stages are as follows:

Precontemplation – characterized by the individual being unaware of or unwilling to acknowledge problems and engaging in little change process activity; **Contemplation** – characterized by consciousness raising and decision making activity; **Action** – characterized by an increase in behavioral coping as well as other change process activity; and **Maintenance** – characterized by continued action to reinforce and firmly establish new behavior changes into the individual's lifestyle.

ADSAQ (Adult Self-Assessment Questionnaire) (Optional): An expanded level of change scale which asks the offender to self-assess his alcohol/drug use, desire to change drug/alcohol usage, desire to change in other areas of his life, and his assessment of the feedback from others regarding his use and behavior. Assessed areas include: Contemplate, psychosocial, community, collateral, help acknowledge, changed, readiness, and action.

Ongoing Individual/Program Assessment

Treatment Plan Reviews are conducted every 30 days from the formulation of the initial treatment plan. Reviews are conducted through a structured interview process on an individual basis with the offender. Treatment plan reviews will be signed by the offender and primary counselor, dated, and placed in the offender's file.

A Discharge Plan will be initiated at the time of admission and updated with every treatment plan review.

TCU Criminal Thinking Scales (TCU CTS) are designed for repeated applications to evaluate client progress throughout treatment. See above description.

Client Evaluation of Self and Treatment (TCU CEST) includes most of the same psychosocial scales completed at intake (i.e., in the CESI) plus scales to measure treatment engagement. Besides motivation, psychological, and social functioning, self-ratings also are obtained on treatment needs, services received, treatment satisfaction, counseling rapport, treatment participation, peer support, and (outside) social support--all representing indicators related to outcomes during and following treatment. Repeated assessments over time provide a basis for monitoring client change and care planning. Aggregated client assessments provide a basis for evaluating program-level performance.

Counselor Rating of Client is completed by the counselor for the purpose of describing client functioning and therapeutic strategies, this assessment will be conducted at every phase change.

TPI Satisfaction Survey: Offender self-assessment of level of satisfaction with various components of the program.

URICA: See description above.

Post-Treatment Assessment:

Discharge Summary: Counselor assessment of successful/unsuccessful discharge, offender needs and problems at the time of admission, offender needs and problems during treatment, offender needs and problems at discharge, services provided to the offender, offender's progress toward goals during treatment, and arrangements and recommendations for aftercare services.

Follow-up Interview: is administered by a trained interviewer in a face-to-face session held at a designated time after discharge from treatment. It includes questions that are similar to the Intake Form, but also addresses functioning and outcome measures based on the post treatment period.

TPI Satisfaction Survey: Offender self-assessment of level of satisfaction with various components of the program.

Weekly Aftercare Follow-up: Progress of offender is regularly reviewed by the aftercare staff at weekly meetings.

Post-Treatment Services:

Upon completion of the program, offenders are assigned to an aftercare group. Aftercare progress and completion of aftercare goals are reviewed individually with Turning Point counselors and in case staffing with probation officers.

Follow-up Interview: is administered by a trained interviewer in a face-to-face session held at a designated time after discharge from treatment. It includes questions that are similar to the Intake Form, but also addresses functioning and outcome measures based on the post treatment period.

TPI Satisfaction Survey: Offender self-assessment of level of satisfaction with various components of the program.

C. Describe how and in what time frame and under what circumstances an offender's individualized treatment plan is developed

An **Individualized Treatment Plan** will be completed within 5 working days of admission into the Hidalgo TC. That treatment plan will include: Identified problems/needs; treatment goals; services/strategies used to achieve goals; service frequency; and it will provide space to document completion of specific goals.

An **Individualized Treatment Plan Review** will be completed at 30 days from admission and every 30 days thereafter until the offender is successfully discharged.

D. Describe minimum/maximum length of program participation for an offender

The proposed minimum stay would be six months to nine months. It would be expected that a majority of offenders would complete the program during this time. The maximum stay would be one year.

E. Describe how an Offender's progress is measured by Proposer for the treatment services. Describe what criteria are used by Proposer's to determine when to release an Offender early, or request an extension

TPI will utilize evidenced based TCU assessments tools which by design measure and evaluate the offender's individual progress in each phase of treatment and after discharge.

TCU Client Evaluation of Self & Treatment (CEST): This assessment of client needs and performance in treatment can be self-administered or completed in an interview by program staff. It includes short scales for treatment motivation (desire for help, treatment readiness, needs, and pressures), psychological functioning (self-esteem, depression, anxiety, decision making, self-efficacy), social functioning (hostility, risk-taking, social consciousness), therapeutic engagement (treatment satisfaction, counseling rapport, treatment participation), and social network support (peer support, social support). These measures are used for monitoring client performance and psychosocial changes during treatment (as well as program-level functioning), and are interim criteria for evaluating treatment interventions, and offender progress. **TCU Treatment Model (Simpson, 2004).**

The Turning Point program provides for an increasing level of responsibility for offenders. This involves a phase system, specific tasks for each phase, and a time line for completion of the phase (all documented in the Initial Treatment Plan and Treatment Plan Reviews). Tasks become more complicated and the offender takes on more personal responsibility as he/she matriculates through treatment.

Completion of homework assignments, participation in role plays and other in-class tasks, completion of specific and group treatment plan goals, peer assessment, staff assessment, Hidalgo criminal history, and performance on specific testing tasks will be documented weekly in the offender progress note and will be reviewed in regular staffing.

In addition to these specific "markers", the offender's attitude and commitment to abstinence and treatment are regularly monitored. The combination of phase material completion and observable changes in attitude and commitment are considered in assessing the offender's progress.

Not only is it necessary for counselors to have exceptional interactive skills to keep the offender engaged in treatment, it is necessary to provide offender-centered individualized treatment with frequent re-evaluation of the offender's treatment progress.

At TPI this is an in-depth process in which the primary counselor routinely gathers measurable information regarding the offender that will be used to determine if the offender has regressed, become stagnant or progressed in treatment.

Hidalgo CSCD staff will receive written progress notes for each offender at intake, 14 days into treatment and at 30 day intervals thereafter. Offenders will be regularly staffed with Hidalgo CSCD staff.

Hidalgo CSCD staff and treatment staff will communicate about the community on a daily basis, including individual client progress or lack of progress. If the offender has not matriculated through the program in a successful and timely manner and an extension is needed, the request will be made in writing in the form of a revised treatment plan recommending additional services. If the offender has met all treatment goals, he/she will be recommended for release. If he has completed all goals prior to the minimum program length, an early dismissal may appropriate. All dismissal decisions will be thoroughly staffed with Hidalgo CSCD staff.

Upon completion of the program, a discharge staffing will be completed and Hidalgo CSCD staff will receive a copy of the Discharge Plan and a copy of the Discharge Summary.

F. Describe your proposed communication process and frequency of communication between your staff and Hidalgo staff. Specify if communication process or frequency will vary during the duration of service/treatment.

Routine staffing of an offender will take place at intake, 14 days post admission, at phase change, and prior to discharge. Special staffing regarding an offender(s) will be held as necessary and expedient. At the beginning of each day Hidalgo Treatment Staff will review with Correctional Officer Staff, Probation Officers, and/or Administrative Staff the functioning of the community during the previous evening and night. Hidalgo TC Treatment Staff will communicate as necessary about emerging events during the day that may impact residents during evening and night-time hours, will review individual resident situations as necessary during the day, and will participate in regular facility staffing. Written progress notes will be forwarded to Hidalgo CSCD on a monthly basis.

G. Describe offender discharge/termination procedure (successful/unsuccessful) from the service. Include if certificates of completion will be provided and if so, procedure to provide certificate to offender and notification procedure to supervising community supervision/pre-trial officer.

To receive a satisfactory discharge, the offender must attend 95% of all scheduled group and individual sessions; must complete at least 75% of the objectives in his original treatment plan or any modifications of the plan made during his treatment; must have participated in the development of a discharge summary; and must have participated in the development and have an understanding of his/her discharge plan.

A offender may be unsuccessfully terminated for not completing the above requirements and/or failing to complete facility mandated tasks and/or failing to abide by Facility/Therapeutic Community rules (as detailed in Disciplinary Procedures).

Certificates of Completion will be provided to the offender within a formal commencement ceremony. The Discharge Summary (including a statement regarding successful or unsuccessful termination) and a Discharge Plan will be sent to the Hidalgo CSCD and Pre-Trial officers three days prior to discharge. Information regarding discharge will be reviewed with CSCD staff and Pre-Trial Officers prior to actual discharge.

H. Describe staff to offender ratio during sessions.

Counselor caseloads will be limited to 20 offenders per counselor. Group size will vary depending on the type/content of group. All process groups will be limited to 16 offenders per group. Didactic groups are limited to 35 offenders per group.

I. Provide photocopies of all State and local facility licensure/certificates, which apply to the services/treatment at issue, and include expiration and renewal.

TPI will seek a DSHS Facility Licensure Waiver for the Hidalgo facility if awarded the contract.

TDSHS Approved Clinical Training Institution (License expires April, 2008 – Our renewal application has been sent in). See section IV attachments of this RFP.

TCBADAC Continuing Education Provider (License expires in June, 2008) See section IV attachments of this RFP.

J. Describe Offender files, formats, frequency of entries, etc.

Counselor files are divided up as follows:

Left Side of File

Treatment Schedule
 Treatment Plan
 Authorization(s) to Release Information
 Authorization to Obtain Information
 Offender Orientation Checklist
 HIV Risk Assessment Form
 Addiction Severity Index Assessment
 Psychosocial History
 Other Assessments (as conducted)
 Treatment Plan (Completed within 5 working days of admission)
 Treatment Plan Reviews (Completed within 30 days of admission and every 60 days thereafter until the Offender is successfully discharged).

Right Side of File

Progress Note - Individual
 Group Note
 Monthly Progress Reports
 Discharge Summary
 Discharge Plan

Individual progress note entries are completed for each individual counseling appointment.

Weekly individual treatment summaries include hours of service, level of participation, and summary of progress.

Group progress note entries are made following each program evening.

Monthly Progress Reports are completed by the 7th of the following month.

EXHIBIT "B"
PAYMENT SCHEDULE/BEST AND
FINAL OFFER

Summary Budget For Purchase Of Services

FISCAL YEAR 2008

Vendor/Contractor: The Turning Point, Inc
 City: Houston
 Contract Period: May 1, 2008 and ending August 31, 2008
 Renewal: September 1, 2008 and ending August 31, 2009 (budget based on full 12 months)

COST CATEGORY	<u>COST</u>
Personnel – Salaries	\$283,000.00
Personnel – Fringe Benefits	102,911.19
Personnel – Training	8,000.00
Personnel – Travel	10,000.00
Equipment	21,060.00
Transportation	\$0.00
Consumable Supplies	9,960.00
Other	145,000.00
Facility	0.00
<u>TOTAL</u>	\$579,931.19

Proposed Total Units of Service per year 35,040
 (example: Bed days per year or group/individual client hours):

Multiplied by

Proposed Cost for level of service \$16.55

Equals

Budget Total \$580,000

Show Computation:

96 beds x 365 days in the year = 35,040
 $\$16.55 \times 35,040 = \$580,000$ (rounded to the nearest 1,000)

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Dr. Charles Scherzer, PhD, Executive Director
Turning Point, Inc.

From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: May 5, 2008

Re: Best and Final Offer –RFP NO: 2008-036-03-26-VYG-“Hidalgo County Community Supervision And Corrections Department-Substance Abuse Treatment Services (services only)”

Pursuant to “Friday’s Conference Call Meeting-April 25, 2008”, a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Community Supervision And Corrections Department Director, Joe Lopez discussed what the project and services entailed. Please review discussed and approved details as follows:

- a) Reimbursement to be on monthly basis
- b) Fee to be per client/per day/per bed (96 beds in facility)
- c) Mr. Lopez would see if he could have a possible waiting list of clients for services
- d) Turning Point, Inc. requesting and require about sixty (60) days to start program once approved by Hidalgo County Commissioners Court/Board Of Judges
- e) Staff, equipment will be provided by Turning Point, Inc.
- f) Training of staff will be provided by Turning Point, Inc.
- g) Staff hired will be required to be “Bilingual”
- h) Training of staff will be done here locally
- i) Touched basis on “Exhibit C” Insurance-Turning Point, Inc. agreed on the exhibit and will submit once “Best And Final Offer” has been sent and signed
- j) G.E.D. Classes will be initiated by Hidalgo County Community Supervision And Corrections Department.
- k) No medical services are provided to client by Turning Point, Inc.
- l) Hidalgo County Community Supervision And Corrections Department will provide a “Sick Call, Physical Examines, And Other Medical Services”.
- m) When client is terminated due to “Non-Compliance”, decision will be initiated and approved by all parties involved, Hidalgo County Community Supervision And Corrections Department Director, Assigned SATF Director, Assigned Counselor and Turning Point, Inc.
- n) On re-admission of client once terminated, decisions will be made between Hidalgo County Community Supervision And Corrections Department Director, Assigned SATF Director, Assigned Counselor and Turning Point, Inc., pursuant to discussion and agreement on behalf of all parties, clients may and/or can be re-admitted.
- o) Turning Point, Inc. will provide “Aftercare” for client, once a week, after release at no extra charge to Hidalgo County Community Supervision And Corrections Department
- p) Copier machine will be provide by Hidalgo County Community Supervision And Corrections Department, thus, eliminating the fee of copier in proposal by Turning Point, Inc. in the amount of \$3,060.00.

- q) The amount of \$16.55 per client/per day submitted by Turning Point, Inc. in their proposal was agreed by both parties to be reduced to \$15.55 per client/per day.

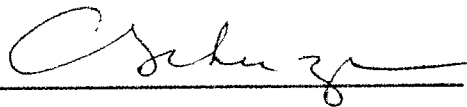
Your original proposal is at \$580,000.00 and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Tuesday, May 6, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Best and Final Offer On Fee Per Individual/Per Day: \$ 15.55

Best and Final Offer On Budget Total: \$ 545,000

Signed: 

Title: Executive Director

Printed Name: Charles Scherzer, Ph.D.



Texas Department of State Health Services

certifies that the organization identified below is a

Clinical Training Institution
The Turning Point, Inc.

Registration Number 164

Control Number 128

Expires 4/4/2010

A handwritten signature in cursive script, appearing to read "David L. King" followed by a date "4/10".

Commissioner

*Texas Certification Board
of Addictions Professionals*

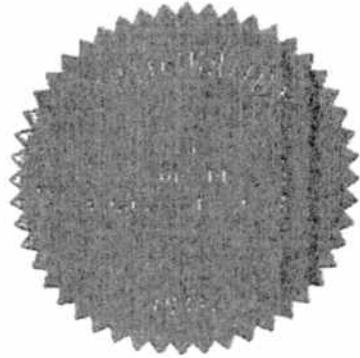
Hereby Certifies

Turning Point, Inc.

as a

*Provider of Continuing Education
for Certification and Recertification
for Alcoholism and Drug Abuse Counselors
in the State of Texas*

Provider Number: **1126-94**



[Handwritten Signature]

TAAP President

[Handwritten Signature]

Certification Board Chairman

Originally Issued:

June 1994

Expires:

June 2009

**TEXAS STATE BOARD OF EXAMINERS
OF PSYCHOLOGISTS**



LICENSED PSYCHOLOGIST

THIS DOCUMENT
IS DULY ISSUED
UNDER THE LAWS
OF THE
STATE OF TEXAS

CHARLES SCHERZER PH. D
10175 HARWIN SUITE 101
P. O. BOX 771236
HOUSTON, TX 77215-1236

23283

05/31/2009

LICENSE NO.

EXPIRATION DATE

MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE

License Verification

"License" means a license, certificate, registration, permit, or other form of authorization, including a renewal of the authorization, that: a person must obtain to practice or engage in a particular business, occupation, or profession; or a facility must obtain before a particular business, occupation, or profession is practiced or engaged in within the facility. A "License Rank" is the level of license; a "License Modifier" provides additional information on the scope of the license.


A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business.

For more information regarding this license, including any disciplinary information displayed below, please contact the appropriate board or program office. A list of DSHS licensing board and programs may be found at: <http://www.dshs.state.tx.us/license.shtml> or click the link at the bottom of this page.

Press "Search Results" to return to the Search Results list.

Press "New Search Criteria" to do another search of this type.

Press "New Search" to start a new search.

License Number: 7339		Current Date: 03/07/2008 02:45 PM
Name:	Beltran, Cindy Lee	
License Rank:	Licensed Chemical Dependency Counselor	
License Status:	Current	
Expiration Date:	10/31/2009	
Effective Rank Date:	10/01/2005	
Addresses (for most license types, full address will not display)		
Main Address	Address	SPRING , TX HARRIS 77379 US
		



TEXAS Department of State Health Services

[Contact Us](#) | [Internet Policy](#)

Division for Regulatory Services - Online License Services

[Return to the Main Menu](#)

Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria Search by Name for a Specified License Type

License Type: **Licensed Chemical Dependency Counselor (LCDC)**
Last Name: **Jones**
First Name: **Clinton**

Name	License Number	License Rank	Status	Expiration Date
Jones, Clinton	8155	Licensed Chemical Dependency Counselor	Current	05/31/2010

[DSHS Certifications, Licenses and Permits](#) | [Copyright/Disclaimer](#)

EXHIBIT "C"
INSURANCE CERTIFICATE



THE TURNING POINT, INC.

P.O. Box 771236
Houston, Texas 77215-1236

Telephone 713-773-3280
Toll-Free 877-773-3280
Fax 713-773-3326

FACSIMILE COVER SHEET

To: Vangie From: Rachel Scherzer
 Fax: 956 318 2429 Pages: 3 (Including the cover sheet)
 Phone: _____ Date: 7/8/09
 Re: Insurance CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

CONFIDENTIALITY NOTICE:

THE INFORMATION CONTAINED IN THIS FACSIMILE IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. THE TERM "PRIVILEGED" AND "CONFIDENTIAL" INCLUDES, WITHOUT LIMITATIONS, PRIVILEGED COMMUNICATION, AND ANY OTHER PROPRIETARY INFORMATION. NOTHING IN THE FACSIMILE IS INTENDED TO CONSTITUTE A WAIVER OF THE CONFIDENTIALITY OF THIS MESSAGE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR EMPLOYED AGENT OF THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DUPLICATION OR DISTRIBUTION OF THIS COMMUNICATION IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE IN ORDER FOR US TO ARRANGE FOR THE RETURN OF THE DOCUMENTS.

IF ALL OF THE FOLLOWING _____ PAGES (INCLUDING THE FAX COVER SHEET) ARE NOT RECEIVE IN GOOD ORDER, PLEASE CALL (713) 773-3280.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID: H7
TURNI-1

DATE (MM/DD/YYYY)
06/03/09

PRODUCER
Fr) Insurance - Houston
370 / Richmond Avenue
Houston TX 77046
Phone: 713-388-1250 Fax: 713-388-1238

INSURED
The Turning Point
P O Box 771236
Houston TX 77215

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American International

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR/ADDC LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	06LX36926572000	06/01/09	06/01/10	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Professional Liab				PERSONAL & ADV INJURY	\$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 3,000,000
					Emp Ben.	1,000,000
A	AUTOMOBILE LIABILITY	06CA00626895720	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY AGG	\$
A	EXCESS/UMBRELLA LIABILITY	29UD00645735210	06/01/09	06/01/10	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$25,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - CA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Health Care Facilities-Clinics /Office

CERTIFICATE HOLDER

HIDAL-1

Hidalgo County Supervision and Corrections Dept.
1000 M Road
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kevin R. Walcott

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT "D"
CONFLICT OF INTEREST

**EXHIBIT “E”
PROPOSER’S AFFIDAVIT**

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Charles Scherzer, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

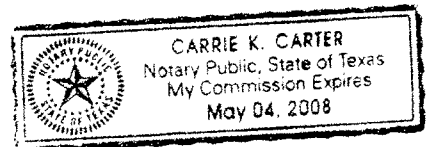
Signature/Title: *Charles Scherzer / Executive Director*

Subscribed and sworn to before me this 24th day of March 2008.

CKC

Notary Public

My commission expires: May 4, 2008.



BIDDER/VENDOR APPLICATION

HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: <u>The Turning Point, Inc.</u> Telephone No. <u>(713) 773-3280</u>	
dba Name:	
Legal Name: <u>The Turning Point, Inc.</u>	
Mailing Address: <u>PO Box 771236</u>	Fax No. <u>(713) 773-3326</u>
Physical Address: <u>Houston, TX 77215-10175 Harwin, Suite 101</u>	
City, State, Zip <u>Houston, TX 77036</u>	Tax I.D. No. <u>76-0160416</u>
Remit to Address: <u>PO Box 771236</u>	City, State, Zip <u>Houston, TX 77215-1236</u>
E-Mail Address: <u>cscherzer@tppi.net</u>	
Representative(s) Name(s) & Title(s) <u>Charles Scherzer, ED</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____	
State Identification No. <u>30008970128</u> (Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No. _____	
State of Incorporation: <u>Texas</u>	Date: <u>06/11/85</u> Other: _____
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify _____	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Charles Scherzer, Executive Director</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business:	Disadvantaged Business (At Least 51% Ownership)
<input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input checked="" type="checkbox"/> More than 500,000 annual gross receipt	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Other
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: _____	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: 0 % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

W-9 FORM

Form W-9
 (Rev. January 2005)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
The Turning Point, Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO Box 772136

City, state, and ZIP code
Houston, TX 77215-1236

Requester's name and address (optional)

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								
7	6	0	1	6	0	4	1	6

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person [Signature] Date 3/11/08

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

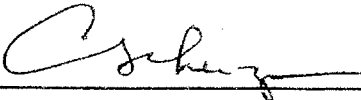
- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

DEBARMENT FORM

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 

Print Name: Charles Scherzer

Title: Executive Director

Telephone Number: 713.773.3280

Date: 03/11/2008

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)



RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540

Phone (956) 587-6000
Fax (956) 318-2488

May 7, 2008

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 394TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO. 4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

Sent via regular mail and facsimile to: 512-834-6709
Ms. Delfy Garza, Program Specialist
Department of State Health Services
Regulatory Licensing Unit – Facility Licensing Group
Mail Code 2835
P.O. Box 149347
Austin, Texas 78714-9347

RE: The Turning Point, Inc.

Dear Ms. Garza:

This correspondence is in response to your request of the Turning Point, Inc. for documentation regarding the Turning Point, Inc.'s role in the treatment program offered at 1000 M. Road, Edinburg, Texas. To ensure that the business relationship between the Turning Point and Hidalgo County Community Supervision and Corrections Department (HCCSCD) is clarified, I would offer the foregoing information.

HCCSCD operates a residential substance abuse treatment facility at 1000 M. Road, Edinburg, Texas 78539. This is a residential substance abuse treatment facility that offers programs that are designed to provide the criminal courts of Hidalgo County with residential programming and aftercare supervision of moderate to high risk adult males and females on community supervision in need of a structured residential setting to focus on education and treatment modalities to address their substance abuse problems and changing criminal thinking behavior. The programs offered are intended to assist offenders evidencing a need for treatment of substance abuse problems that effect their ability to live a sober and functional lifestyle.

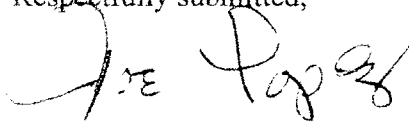
Ms. Delfy Garza, Program Specialist
May 7, 2008
Page 2

This facility and its programs are operated by HCCSCD pursuant to the Texas Department of Criminal Justice Community Justice Assistance Division (CJAD) standards and rules established pursuant to Chapter 509 of the Texas Government Code (See 37 Texas Administrative Code § 163.40). As such, Section 509.003(c) of the Texas Government Code provides that this facility "is not required to be licensed or otherwise approved by any other state or local agency."

In order to effectuate its operations, HCCSCD contract with vendors to provide goods and services, including substance abuse counseling. HCCSCD operates, and requires all of its vendors to operate, its substance abuse treatment programs under CJAD standards and rules established pursuant to Chapter 509 of the Texas Government Code (See 37 Texas Administrative Code § 163.40). The costs associated with the programs offered at this facility, including contracting with the vendors are funded by CJAD. One such vendor is The Turning Point, Inc. and, like such vendors, the services that The Turning Point, Inc. renders on behalf of HCCSCD are funded with CJAD monies.

If you have any questions or concerns or require additional information, please feel free to contact me at (956) 587-6001 or (956) 587-6004.

Respectfully submitted,



Joe Lopez, Executive Director
Community Supervision & Corrections Department
County of Hidalgo

cc: The Turning Point, Inc.
P.O. Box 771236
Houston, Texas 77215

At this time Commissioner Palacios step out.

I. Sheriff's Office

1. Presentation, discussion, consideration and approval to award the proposal received from Herrera and Hunt, Inc. meeting all specifications and/or requirements (through Hidalgo County's membership/participation with state, cooperative purchasing programs and/or interlocal awarded jobs or construction service vendors) for the provision of labor, material and related accessories, including , but not limited to, Construction of a Crime Specialist Scene Garage, Addition to Motor pool and Sidewalk in the amount of \$78,777.00.(Bid No.08-122)

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.



Adult Probation

1. Presentation for discussion, consideration, acceptance and approval of contract document (which includes negotiated best and final offer and meets all requirements and/or specifications) from the vendor submitting the sole response for RFP NO: 2008-036-03-26-Hidalgo County Community Supervision and Corrections Department-Substance Abuse Treatment Services Only with: The Turning Point, Inc.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to rescind prior vote on items J-1.

2. Requesting authority to advertise/publish a Request for Qualifications for: Medical Services Provider for Adult Probation Substance Abuse Facility for the Hidalgo County Adult Probation Department with final development and drafting of qualifications, scope of services, requirements, terms and conditions to be provided by Mr. Joe Lopez, Director of Hidalgo County's Adult Probation Department.

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

K. County Clerk

1. A. Presentation for discussion, consideration, acceptance and approval of the scoring/evaluation grid (for the purposes of ranking by Commissioners Court) submitted in response to the Request For Proposals- "Conversion of Vital Records from Paper to Digital Images"-Hidalgo County Clerk's Office. RFP No. 2008-114-05-1 4-otm.

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to rank Government Records as #1 with 568 pts., Landata Technologies as #2 with 540, Apec Management as #3 with 523pts., Record Fusion as #4 With 430 pts and L T Holdings as #5 with 370 pts.

Form Started By: Vangie Garcia
Final Approval Date: 05/23/2008

Started On: 05/17/2008 01:17 PM
