

AI-16852

2.A.

transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE
Department: HUMAN RESOURCES/CIVIL SERVICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Civil Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 9-1100-415-50-190-01-0-XXX
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

339-->540 \$ 10,000.00
432-->540 \$ 850.00
442-->540 \$ 1,607.36
581-->540 \$ 100.00
583-->540 \$ 2,300.00
584-->540 \$ 1,801.00
603-->540 \$ 1,000.00
630-->540 \$ 1,000.00
640-->540 \$ 150.00
661-->540 \$ 1,600.00
664-->540 \$ 500.00

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq Inbox	Approved By	Date	Status
1 Budget & Management	Erika Zamora	08/06/2009 11:24 AM	APRV
2 Ana Galvan	Anna Galvan	08/06/2009 03:46 PM	APRV
3 Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Nereida Garza
Started On: 08/06/2009 09:10 AM
Final Approval Date: 08/07/2009

DATE: August 5, 2009

DEPARTMENT HEAD: Esther A. Cortez

DEPARATMENT NAME: Civil Service

ACCOUNT NUMBER: 9-1100-415-50-190-001-0

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code:
Chapter 111, Subchapter C.:

FROM:	TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
339	Other professional Services	540	Advertising	\$ 10,000.00
432	Equip & Veh R & M Services	540	Advertising	850.00
442	Equip & Veh Rentals	540	Advertising	1,607.36
581	Travel in County	540	Advertising	100.00
583	Travel out of County	540	Advertising	2,300.00
584	Registration Fees	540	Advertising	1,801.00
603	Education/Instruction Supp.	540	Advertising	1,000.00
630	Food	540	Advertising	1,000.00
640	Reference Materials	540	Advertising	150.00
661	Minor Office Furniture & Equip.	540	Advertising	1,600.00
664	Other Minor Equipment	540	Advertising	500.00
TOTAL				<u>\$ 20,908.36</u>

REASON: To pay for advertising.

Department Head Signature

Date

Approved Commissioners' Court

Date

Attest County Clerk

AI-16819

2.B.

2009 Public Defender's Office - (1282)

CC CONSENT

Date: 08/11/2009

Submitted By: Yvette Pacheco, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

2009 - Public Defender's Office (1282)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1282-412-30-085-001-9-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

211-->113 \$ 4,239.00; funds available as of 08/06/09

211-->230 \$ 3,143.00; funds available as of 08/06/09

260-->583 \$ 1,500.00; funds available as of 08/06/09

260-->581 \$ 300.00; funds available as of 08/06/09

Attachments

Link: [Line Item Transfer \(1282\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2009 01:27 PM	APRV
2	Ana Galvan	Anna Galvan	08/06/2009 10:09 AM	APRV
3	Auditor's Office	Angela Garcia	08/07/2009 04:55 PM	APRV

Form Started By: Yvette Pacheco

Started On: 08/05/2009 12:23 PM

Final Approval Date: 08/07/2009

DATE: August 3, 2009DEPARTMENT HEAD: Jaime GonzalezDEPARTMENT NAME: Public DefendersACCOUNT NUMBER: 9-1282-412-30-085-001-9-XXXSUBJECT: Intradepartmental Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following intradepartmental transfer/s in accordance with Local Government Code, Chapter 218, Subchapter C.:

FROM		TO	
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME
9-1282-412-30-085-001-9-211	Health Insurance	→	9-1282-412-30-085-001-9-113 Reg. F/T Employees
9-1282-412-30-085-001-9-211	Health Insurance	→	9-1282-412-30-085-001-9-230 Retirement
9-1282-412-30-085-001-9-260	Workers' Comp	→	9-1282-412-30-085-001-9-583 Travel Out of County
9-1282-412-30-085-001-9-260	Workers' Comp	→	9-1282-412-30-085-001-9-584 Registration Fees
		→	
		→	
		→	

TOTAL:

REASON: To cover expenditures for remainder of grant year.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

pter 111,

AMOUNT	
\$	4,239.00
	3,143.00
	1,500.00
	300.00
\$	9,182.00

LERK

AI-16849

2.C.

WIC

CC CONSENT

Date: 08/11/2009
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC (1292)

BACKGROUND

L/T WIC

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Avialable account balance as of 08-06-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2009 08:09 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/06/2009 10:27 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW
Form Started By: Margarita Gonzalez		Started On: 08/05/2009 05:27 PM		
Final Approval Date: 08/07/2009				

AI-16849

DATE: 08/06/09
 WIC DIRECTOR: NORMA LONGORIA
 DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM
 ACCOUNT NUMBER: 9.1292.441.00.350.001.9.-WIC
 SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code Chapter 111, Subchapter C.

FROM			TO		
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT	
9.1292.441.00.350.001.9	441 Land & Building Rentals	9.1292.441.00.350.001.9	682 Gasoline/Diesel	5,000.00	
9.1292.441.00.350.001.9	441 Land & Building Rentals	9.1292.441.00.350.001.9	603 Education/ Instruction Supplies	6,600.00	
9.1292.441.00.350.001.9	441 Land & Building Rentals	9.1292.441.00.350.001.9	607 Hsehd. & Janitorial Supplies	3,000.00	
9.1292.441.00.350.001.9	441 Land & Building Rentals	9.1292.441.00.350.001.9	605 Clothing & Uniforms	400.00	

Total: 15,000.00

REASON: To cover for expenditures for FY 09

APPROVED COMMISSIONERS COURT

/ /
 Date

ATTEST COUNTY CLERK

AI-16793

2.D.

Human Services Division

CC CONSENT

Date: 08/11/2009
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-444-00-240-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08-06-09

Attachments

Link: [line item trf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 04:54 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/06/2009 10:22 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Dairen Sarmiento
Started On: 08/04/2009 01:27 PM
Final Approval Date: 08/07/2009

DATE: 8-11-09
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: **HUMAN SERVICES**
ACCOUNT NUMBER: 9-1100-444-00-240-001-0-
SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code:
Chapter 111, Subchapter C.:

ACCOUNT NUMBER: 9-1100-444-00-240-001-0-

FROM:		TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT	
743	Office Furniture & Equipment	661	Minor Office F&E	\$	859.56
665	Minor Computer Equipment	661	Minor Office F&E	\$	11.30
613	Safety Supplies	661	Minor Office F&E	\$	140.00
432	Equip Vehicle R & M Services	350	Other Services	\$	400.00
442	Equip & Vehicle Rental	661	Minor Office F&E	\$	649.23
535	Postage	607	Janitorial Supplies	\$	500.00
535	Postage	661	Minor Office F&E	\$	500.00

REASON: TO FUND PROPER OBJECT CODE

TOTAL \$ 3,060.09

Department Head Signature

Date

Approved Commissioners' Court

Date

Attest County Clerk

AI-16792

2.E.

Intra departmental transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Raul Lozano
Department: COUNTY JUDGE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Judge's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-413-00-110-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
607-->619 - \$175.00; Funding available as of 8/4/09.

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 11:38 AM	APRV
2	Norma Silva	Norma Silva	08/04/2009 03:21 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Sandra De Leon
Started On: 08/04/2009 10:58 AM
Final Approval Date: 08/07/2009

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: August 4, 2009

DEPARTMENT HEAD: **Judge JD Salinas III**

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 9-1100-413-00-110-006-0

CONTACT PERSON: Sandra C De leon PHONE: 318-2600

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
607	Household & Janitorial Supplies	619	Other Miscellaneous Supplies	175.00
			TOTAL	175.00

REASON: Transfer needed to pay invoice.

DEPARTMENT HEAD SIGNATURE

4-Aug-09

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-16825

2.F.

Line Item Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - I.T. Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08-06-09

Attachments

Link: Intra-Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2009 03:18 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/06/2009 10:24 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Edna Kirby
Started On: 08/05/2009 02:23 PM
Final Approval Date: 08/07/2009

AI-16824

2.G.

Line Item Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - I. T. Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
583-->431 - \$9,000.00; Funding available as of 5/5/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2009 02:59 PM	APRV
2	Norma Silva	Norma Silva	08/05/2009 03:21 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Edna Kirby
Started On: 08/05/2009 02:19 PM
Final Approval Date: 08/07/2009

AI-16816

2.H.

Intra- Drake Comm. 2008 Ch. 19 080509

CC CONSENT

Date: 08/11/2009
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Elections Dept. (1283)

BACKGROUND

2008 Chapter 19- Drake Communications Inc.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1283-414-00-130-018-8-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
336 --> 743 \$34,950.00
Available balance as of 08/05/09

Attachments

Link: Intra- Drake Comm 2008 Ch. 19

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	08/05/2009 03:13 PM	APRV
2	Budget & Management	Erika Zamora	08/05/2009 03:15 PM	APRV
3	JC Carreon	JC Carreon	08/05/2009 04:28 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Veronica Lopez
Started On: 08/05/2009 11:50 AM
Final Approval Date: 08/07/2009

DATE: August 5, 2009

2009

Transfer



DEPARTMENT
HEAD: Yvonne Ramon

DEPARTMENT
NAME: Elections Department

ACCOUNT
NUMBER: 9-1283-414-00-130-018-8-XXX

Contact Person: Veronica L. Nixon

Ph#: (956) 318-2570 Ext. 5715

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

[illegible]

REASON:
Transfer from 2008 Ch.19- Computer Services to 2008 Ch.19- Office Furniture and Equip to purchase Drake Comm. Syst.

Approved by _____

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16822

2.I.

Intra- 2007 Ch. 19 HP 080509

CC CONSENT

Date: 08/11/2009
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Elections Dept. (1283)

BACKGROUND

2007 Ch. 19 Funds- HP Direct

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1283-414-00-130-018-7-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
743 --> 745 \$754.00
Available balance as of 08/05/09

Attachments

Link: [Inta- 2007 Ch. 19 080509](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	08/05/2009 03:14 PM	APRV
2	Budget & Management	Erika Zamora	08/05/2009 03:16 PM	APRV
3	Norma Silva	Norma Silva	08/05/2009 03:38 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Veronica Lopez Started On: 08/05/2009 02:14 PM
Final Approval Date: 08/07/2009

AI-16818

2.J.

Intra- Drake Comm. 1/2

CC CONSENT

Date: 08/11/2009
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Elections Dept. (1100)

BACKGROUND

Drake Comm. - 1/2 2008 Ch.19 Funds

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

601 --> 743 \$24,550.10
Available balance as of 08/05/09 \$64,129.64

442 --> 780 \$4,175.00
Available balance as of 08/05/09 \$14,244.55

Attachments

Link: [Intra-Drake/Ikon 1100 08-05-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	08/05/2009 03:13 PM	APRV
2	Budget & Management	Erika Zamora	08/05/2009 03:15 PM	APRV
3	Ana Galvan	Anna Galvan	08/06/2009 09:55 AM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Veronica Lopez
Started On: 08/05/2009 11:56 AM
Final Approval Date: 08/07/2009

AI-16788

2.K.

16788 lit 8-4-09 from obj 601 to obj 604

CC CONSENT

Date: 08/11/2009
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr.
Department: TAX OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-15-140-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08-06-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 11:35 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/06/2009 10:21 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Mary Garcia
Started On: 08/04/2009 08:23 AM
Final Approval Date: 08/07/2009

ATTEST COUNTY CLERK

AI-16797

2.L.

Intradepartmental Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Irma Castillo, PLANNING DEPT.
Submitted For: Irma Castillo
Department: PLANNING DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-10-210-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
442-->601 - \$2,000.00; Funding available as of 8/5/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		08/07/2009 04:55 PM	PEND
2	Norma Silva	Norma Silva	08/05/2009 10:04 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Irma Castillo Started On: 08/04/2009 04:42 PM
Final Approval Date: 08/07/2009



**HIDALGO COUNTY
PLANNING DEPT.**

DATE: August 04, 2009

DEPARTMENT HEAD: Raul E. Segin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 9-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME	TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1100-419-10-210-001-0-442	Rental of Equipment & Vehicle	9-1100-419-10-210-001-0- 601	Computer Supplies	\$2,000.00
		TOTAL		\$2,000.00

Reason: Need monies to purchase office supplies for the rest of the year

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-16789

2.M.

2008 HIDTA Grant

CC CONSENT

Date: 08/11/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - HIDTA (1291)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1291-412-00-270-003-8-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08/05/2009 522->521; 522->523

Attachments

Link: [Transfer#4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 11:37 AM	APRV
2	JC Carreon	JC Carreon	08/05/2009 09:13 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Nelda Olivarez
Started On: 08/04/2009 08:54 AM
Final Approval Date: 08/07/2009

DATE: July 30, 2009

Transfer Number: 4

DEPARTMENT HEAD: Dora L. Munoz, H.I.D.T.A. Task Force Commander

DEPARTMENT NAME: Hidalgo County HIDTA Task Force

ACCOUNT NUMBER: 9-1291-412-00-270-003-8-xxx (2008 Grant)

SUBJECT: Budget Line-Item Transfers (s)

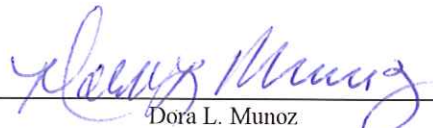


Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer (s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NO.(S)	ACCOUNT NAME	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
9-1291-412-00-270-003-8- 522	VEHICLE INSURANCE	9-1291-412-00-270-003-8- 521	PROPERTY INSURANCE	776.78
9-1291-412-00-270-003-8- 522	VEHICLE INSURANCE	9-1291-412-00-270-003-8- 523	PUBLIC OFFICIAL	189.70
TOTAL				\$ 966.48

REASON: TO FUND UNANTICIPATED EXPENDITURES


Dora L. Munoz
H.I.D.T.A. Task Force Commander

8/3/09
DATE

Attest County Clerk

DATE

Budget Officer

DATE

Approved Commissioners' Court

DATE

Run Date 07/31/09 04:28 PM

Hidalgo County

Page No 1

For 01/01/09 - 01/31/10

FJEXS01A

Periods 01 - 13

Expenditure Summary Report

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1291 HIDTA						
9-1291-412-00-270-003-8-522 HIDTA TASK FORCE-VEHICLE LIABILITY INS	6,689.60	.00	.00	.00	6,689.60	.00
9-1291-412-00-270-003-8-531 HIDTA TASK FORCE-TELEPHONE	5,633.63	.00	2,883.94	2,883.94	2,749.69	51.19
9-1291-412-00-270-003-8-532 HIDTA TASK FORCE-WIRELESS DEVICES	6,145.50	.00	5,936.61	5,936.61	208.89	96.60
9-1291-412-00-270-003-8-535 HIDTA TASK FORCE-POSTAGE	298.06	.00	298.06	298.06	.00	100.00
9-1291-412-00-270-003-9-522 HIDTA TASK FORCE-VEHICLE LIABILITY INS	5,800.00	.00	.00	.00	5,800.00	.00
9-1291-412-00-270-003-9-524 HIDTA TASK FORCE-GENERAL INSURANCE	700.00	.00	.00	.00	700.00	.00
9-1291-412-00-270-003-9-531 HIDTA TASK FORCE-TELEPHONE	4,000.00	.00	.00	.00	4,000.00	.00
9-1291-412-00-270-003-9-532 HIDTA TASK FORCE-WIRELESS DEVICES	6,000.00	.00	.00	.00	6,000.00	.00
9-1291-412-00-270-003-9-534 HIDTA TASK FORCE-INTERNET	1,920.00	.00	1,090.05	1,090.05	829.95	56.77
9-1291-412-00-270-003-9-535 HIDTA TASK FORCE-POSTAGE	200.00	.00	187.04	187.04	12.96	93.52
1291 HIDTA	37,386.79	.00	10,395.70	10,395.70	26,991.09	27.81
9 YEAR	37,386.79	.00	10,395.70	10,395.70	26,991.09	27.81

HIDALGO COUNTY HIDTA TASK FORCE
BUDGETING SUMMARY ANALYSIS / 2008 GRANT AND 2009 GRANT
ACCOUNT NUMBER 1291-412-00-270-003-8-xxx / 1291-412-00-270-003-9-XXX



DESCRIPTION	obj	BUDGET	EXPENDED	AVAILABLE BALANCE	PO'S	ADJUSTMENTS		PROJECT BALANCE
						DEBIT (+)	CREDIT (-)	
2008 Grant								
Vehicle Liability Insurance	522	7,200.00	510.40	6,689.60			966.48	5,723.12
Property	521					776.78	0.00	776.78
Public Official	523					189.70	0.00	189.70
2009 Grant								
Property	521	5,800.00	0.00	5,800.00			5,599.39	200.61
Public Official	523					1,851.08		1,851.08
General Insurance	524					3,748.31		3,748.31
General Insurance	524	700.00		700.00		0.00		700.00
TOTAL		13,700.00	510.40	13,189.60	0	6,565.87	6,565.87	13,189.60

Authorized Disbursements

2008 Grant

Property	9-1291-412-00-270-003-8-521	776.78
Vehicle Liability Insurance	9-1291-412-00-270-003-8-522	5,723.12
Public Official	9-1291-412-00-270-003-8-523	189.70

2009 Grant

Public Official	9-1291-412-00-270-003-9-523	1,851.08
General Insurance	9-1291-412-00-270-003-9-524	4,448.31

TOTAL DUSBURSEMENTS \$ 12,988.99

INVOICE RECEIVED BY:

 ON 8/3/09
 GOODS, SERVICES RECEIVED BY:

 ON 8/3/09

Journal Entry

JE- _____

PREPARED BY: Jennifer L. Garza DATE: 7/30/09

APPROVED BY: DATE:

Account Name	Account Number	Debit	Credit
GEN FUND-DUE FROM COMMUNITY SERVICE AGEN	9-1100-132-10-000-000-0-000	10,238.25	
GEN FUND-DUE FROM HEADSTART	9-1100-132-20-000-000-0-000	119,449.21	
GEN FUND-DUE FROM URBAN COUNTY	9-1100-132-40-000-000-0-000	4,091.14	
GEN FUND-A/P MISC ITEMS	9-1100-202-00-000-006-0-000		133,778.60
INSURANCE-PROPERTY INSURANCE	9-1100-419-00-115-025-0-521	417,889.68	
INSURANCE-VEHICLE LIABILITY INSURANCE	9-1100-419-00-115-025-0-522	309,016.79	
INSURANCE-PUBLIC OFFICIAL INSURANCE	9-1100-419-00-115-025-0-523	218,745.23	
INSURANCE-GENERAL INSURANCE	9-1100-419-00-115-025-0-524	454,983.36	
GEN FUND-A/P MISC ITEMS	9-1100-202-00-000-006-0-000		1,400,635.06
HIDTA TASK FORCE-PROPERTY INS	² 9-1291-412-00-270-003-9-521	776.78	
HIDTA TASK FORCE-VEHICLE LIAB INS	² 9-1291-412-00-270-003-9-522	5,723.12	
HIDTA TASK FORCE-PUBLIC OFFICIAL II	² 9-1291-412-00-270-003-9-523	2,040.78	
HIDTA TASK FORCE-GENERAL INSURAI	² 9-1291-412-00-270-003-9-524	4,448.31	
DUE FROM/TO GENERAL FUND	9-1291-130-01-000-100-0-000		12,988.99
DUE FROM/TO HIDTA GRANTS	9-1100-130-01-000-291-0-000	12,988.99	
GEN FUND-A/P MISC ITEMS	9-1100-202-00-000-006-0-000		12,988.99
WIC ADM-PROPERTY INSURANCE	¹ 9-1292-441-00-350-001-9-521	7,095.10	
WIC ADM-VEHICLE LIABILITY INSURA	¹ 9-1292-441-00-350-001-9-522	2,391.72	
WIC ADM-PUBLIC OFFICIAL INSURANCE	¹ 9-1292-441-00-350-001-9-523	12,870.56	
WIC ADM-GENERAL INSURANCE	¹ 9-1292-441-00-350-001-9-524	11,247.75	
DUE FROM/TO GENERAL FUND	9-1292-130-01-000-100-0-000		33,605.13
DUE FROM/TO WIC PROGRAM	9-1100-130-01-000-292-0-000	33,605.13	
GEN FUND-A/P MISC ITEMS	9-1100-202-00-000-006-0-000		33,605.13
BASIC SUPERVISION-VEHICLE LIABILITY INS	9-1297-423-00-320-002-9-522	597.94	
RESTITUTION CTR-VEHICLE LIABILITY INS	9-1297-423-00-320-005-9-522	1,141.58	
COMM CORR-VEHICLE LIABILITY INSURANCE	9-1297-423-00-320-008-9-522	1,467.70	
DUE FROM/TO GENERAL FUND	9-1297-130-01-000-100-0-000		3,207.22
DUE FROM/TO ADULT PROBATION	9-1100-130-01-000-297-0-000	3,207.22	
GEN FUND-A/P MISC ITEMS	9-1100-202-00-000-006-0-000		3,207.22

TOTALS: \$ 1,634,016.34 \$ 1,634,016.34

COMMENTS: RCL CK#01-00296842 1-12/09 PROPERTY AND OTHER INSURANCES.

1,584,215.00

¹ Accounts are as per confirmation with Ramon Menchaca, Grant Accountant 7/30/09.

² Accounts are as per confirmation with Rosanna Schettino, Grant Accountant 7/30/09.

AI-16790

2.N.

2009 HIDTA Grant

CC CONSENT

Date: 08/11/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - HIDTA (1291)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1291-412-00-270-003-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

522-->523 \$ 1,851.08; funds available as of 08/05/09
522-->524 \$ 3,748.31; funds available as of 08/05/09

Attachments

Link: [Transfer # 1](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 11:37 AM	APRV
2	Ana Galvan	Anna Galvan	08/05/2009 04:06 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Nelda Olivarez
Started On: 08/04/2009 08:57 AM
Final Approval Date: 08/07/2009

DATE: July 30, 2009

DEPARTMENT HEAD: Rene Guerra, Hidalgo County Criminal District Attorney

DEPARTMENT NAME: Hidalgo County HIDTA Task Force / Grant Funds

ACCOUNT NUMBER: 9-1291-412-00-270-003-9xxx (Grant 2009)

SUBJECT: Budget Line-Item Transfers (s)

Transfer Number: 1



Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer (s) in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		AMOUNT
ACCOUNT NO.(S)	ACCOUNT NAME	ACCOUNT NO.(S)	ACCOUNT NAME	
9-1291-412-00-270-003-9 522	VEHICLE INSURANCE	9-1291-412-00-270-003-9 523	Public Officials Insurance	1,851.08
9-1291-412-00-270-003-9 522	VEHICLE INSURANCE	9-1291-412-00-270-003-9 524	GENERAL INSURANCE	3,748.31
TOTAL				\$ 5,599.39

REASON: TO FUND UNANTICIPATED EXPENDITURES


 Dora L. Munoz
 HIDTA Task Force Commander

8.15.09
 DATE

 Attest County Clerk

 DATE

 Budget Officer

 DATE

 Approved Commissioners' Court

 DATE

AI-16779

2.O.

Line Item Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Aleida Lopez, J.P. 4, 1
Submitted For: Aleida Lopez
Department: J.P. 4, 1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Justice of the Peace Pct. 4, PI 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-067-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

529-->631 \$ 80.00; funds available as of 08/05/09
535-->583 \$ 800.00; funds available as of 08/05/09
581-->583 \$ 500.00; funds available as of 08/05/09
640-->601 \$ 500.00; funds available as of 08/05/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 08:09 AM	APRV
2	Ana Galvan	Anna Galvan	08/05/2009 03:55 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Aleida Lopez
Started On: 08/03/2009 09:07 AM
Final Approval Date: 08/07/2009

BUDGET INTRADEPARTMENTAL TRANSFER

DATE: August 3, 2009

DEPARTMENT HEAD: Charlie Espinoza

DEPARTMENT NAME: Justice of the Peace Pct. 4, Pl. 1

ACCOUNT NUMBER: 9-1100-412-00-067-001-0-XXX

CONTACT PERSON: Aleida S. Lopez PHONE: 956) 380-4473 Ext. 4103

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
529	Surety & Notary Bonds	631	Bottled Water	\$ 80.00
535	Postage	583	Travel Out of County	\$ 800.00
581	Travel-In County	583	Travel Out of County	\$ 500.00
640	Reference Materials	601	Office & Computer Supplies	\$ 500.00
			TOTAL	\$ 1,880.00

REASON: To pay outstanding invoice.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16835

2.P.

Line Item Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Office GCVOFTF (1284)

BACKGROUND

Original amounts budgeted (on 04/08/09) for FICA, Retirement, Unemployment Compensation, and Workers' Compensation are being transferred to the overtime category of the grant. This is due to disallowing of fringe benefits relating to the overtime hours by the United States Marshals Service (grantor).

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1284-421-00-280-058-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

220-->131 \$511.36
230-->131 \$602.94
250-->131 \$33.42
260-->131 \$167.78

Fringe benefit amounts are to be charged to the Sheriff's Office (Account #9-1100-421-00-280-001-0-XXX)

Attachments

Link: [LIT.gcvofft](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/06/2009 03:32 PM	APRV
2	Budget & Management	Erika Zamora	08/07/2009 09:27 AM	APRV
3	Ana Galvan	Anna Galvan	08/07/2009 04:24 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Emilia Uriegas
Started On: 08/05/2009 04:22 PM
Final Approval Date: 08/07/2009

ATTEST COUNTY CLERK

AI-16860

2.Q.

Line Item Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Submitted For: Monica Hinojosa
Department: SHERIFF DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
611-->668 - \$13,000.00; Funding available as of 8/7/09.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/06/2009 03:33 PM	APRV
2	Budget & Management	Erika Zamora	08/07/2009 09:27 AM	APRV
3	Norma Silva	Norma Silva	08/07/2009 10:27 AM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Monica Hinojosa
Started On: 08/06/2009 10:36 AM
Final Approval Date: 08/07/2009

DATE: 8/5/2009
DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO
DEPARTMENT NAME: SHERIFF'S OFFICE
ACCOUNT NUMBER: 9-1100-421-00-280-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	
9-1100-421-00-280-001-0-	611-POLICE SUPPLIES	→	9-1100-421-00-280-001-0-	668-WEAPONS/VESTS	\$13,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$13,000.00

REASON:
TRANSFER IS BEING REQUESTED DUE TO RECLASSIFICATION OF BULLET PROOF VESTS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-16782

2.R.

Line Item Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Rachel Segura, COUNTY COURT #4
Submitted For: Rachel Segura
Department: COUNTY COURT #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court at Law #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-024-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
584-->640 - \$250.00; Funding available as of 8/3/09.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 08:10 AM	APRV
2	Norma Silva	Norma Silva	08/04/2009 02:02 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Rachel Segura
Started On: 08/03/2009 11:36 AM
Final Approval Date: 08/07/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: August 3, 2009

DEPARTMENT HEAD: Judge Fred Garza

DEPARTMENT NAME: County Court at Law No. 4

ACCOUNT NUMBER: 9-1100-412-00-024-001-0

CONTACT PERSON: Rachael Segura PHONE: 956-318-2390

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
584	REGISTRATION FEES	640	REFERENCE MATERIALS	\$250.00
TOTAL				\$ 250.00

NEED TO TRANSFER MONIES INTO OBJ. CODE 640 TO PURCHASE TEXAS CODE PUBLICATION
BOOKS

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-16799

2.S.

Line Item Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1200-431-00-260-001-0-
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:
334 ---> 346 \$250.00 [\$2,000.00 is available as of 8/4/09]

Attachments

Link: [Transfer Form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2009 08:23 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/06/2009 10:23 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Sandra Garcia
Started On: 08/04/2009 04:59 PM
Final Approval Date: 08/07/2009

DATE: August 4, 2009
DEPARTMENT HEAD: Jose N. Pena
DEPARTMENT NAME: Right Of Way
ACCOUNT NUMBER: 9-1200-431-00-260-001-0

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court Of Hidalgo County:

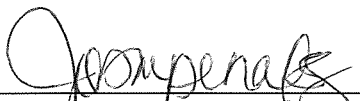
I submit to you for your consideration the following line item transfers in accordance with Local Government: Code, Chapter 111, Subchapter C.:

FROM: TO:

Account Number

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
334	Archit. & Engineering Service	346	Hauling and Freight Service	\$250.00
			TOTAL -->	\$250.00

REASON: To meet expenses do to the relocation of Right of Way Department


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16812

2.T.

**Colonia Access Program: Line Transfer
CC CONSENT**

Date: 08/11/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Agapito Vargas
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Colonia Access Program (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-115-042-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
113 --> 115; Funds available as of 08/05/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	08/05/2009 11:03 AM	APRV
2	Budget & Management	Erika Zamora	08/05/2009 11:46 AM	APRV
3	JC Carreon	JC Carreon	08/05/2009 02:27 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Sylvia Solis
Started On: 08/05/2009 10:50 AM
Final Approval Date: 08/07/2009

AI-16829

2.U.

2009 Pct. #1 Sanitation (1100)

CC CONSENT

Date: 08/11/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
431-->679 \$ 800.00; funds available as of 08/06/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2009 03:31 PM	APRV
2	Ana Galvan	Anna Galvan	08/06/2009 10:29 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: JOANN GONZALEZ
Started On: 08/05/2009 03:06 PM
Final Approval Date: 08/07/2009

MEETING REQUEST DATE: August 11, 2009

DEPARTMENT NAME: PRECINCT #1 SANITATION

ACCOUNT NUMBER: 9-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES

DEPARTMENT HEAD SIGNATURE _____ NOE MONTEZ

APPROVED COMMISSIONERS' COURT _____ / _____ ATTEST COUNTY CLERK _____

AI-16828

2.V.

2009 Pct. #1 Parks (1211)

CC CONSENT

Date: 08/11/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Parks (1211)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1211-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08/05/2009 890->679 ; 890->671

Attachments

Link: 2009 Pct. #1 Parks (1211)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2009 03:19 PM	APRV
2	JC Carreon	JC Carreon	08/05/2009 04:25 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: JOANN GONZALEZ
Started On: 08/05/2009 03:03 PM
Final Approval Date: 08/07/2009

MEETING REQUEST DATE: August 11, 2009

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 9-1211-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES

DEPARTMENT HEAD SIGNATURE _____ NOE MONTEZ

	/ /	
APPROVED COMMISSIONERS' COURT	DATE	ATTEST COUNTY CLERK

AI-16827

2.W.

2009 Pct. 1 C.A.P. (1311)

CC CONSENT

Date: 08/11/2009
Submitted By: John Paul Lugo, COMM. PCT. #1
Submitted For: John Paul Lugo
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 C.A.P. (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-121-071-1-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08-06-09

Attachments

Link: 2009 Pct. 1 C.A.P. (1311)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2009 03:18 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/06/2009 10:25 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: John Paul Lugo
Started On: 08/05/2009 03:01 PM
Final Approval Date: 08/07/2009

AI # _____

DATE: August 5, 2009

MEETING REQUEST DATE: August 11, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 C.A.P.

ACCOUNT NUMBER: 9-1311-431-00-121-071-1-733

SUBJECT: Budget Line-Item Transfer(s)

JE #: _____

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON: TO COVER P.O. INVOICING FOR ROADWAY MATERIAL- BARBOZA LOPEZ #1SUBDIVISION ROUND II C.A.P.
PROJECT.

DEPARTMENT HEAD SIGNATURE _____ NOE MONTEZ

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16833

2.X.

Budget Line-Item Transfer for Safety Signs

CC CONSENT

Date: 08/11/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 R&B (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$336,611.67 as of 08/05/2009.
From ----->613 in the amount of \$5,000.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2009 08:04 AM	APRV
2	Norma Silva	Norma Silva	08/06/2009 01:24 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 08/05/2009 03:42 PM
Final Approval Date: 08/07/2009

DATE: August 5, 2009

2009

Transfer



DEPARTMENT
HEAD: Hector "Tito" Palacios

DEPARTMENT
NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-XXX Road & Bridge

Contact Person: Yoli Cisneros-Administrative Assistant II

Ph#: (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
841	AID TO GOVERNMENT AGENCIES	613	SAFETY SUPPLIES	\$5,000.00
TOTAL				\$5,000.00

REASON:
Transfer needed for expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

08/05/209
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16795

2.Y.

**BCAP Transfer (1312) - Los Encinos No. 2 Subdivision
CC CONSENT**

Date: 08/11/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-122-891-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
733-->731 \$ 38,068.53; funds available as of 08/05/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 04:56 PM	APRV
2	Ana Galvan	Anna Galvan	08/05/2009 04:22 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Marcie Jackson
Started On: 08/04/2009 03:32 PM
Final Approval Date: 08/07/2009

DATE: August 4, 2009

2009



DEPARTMENT
HEAD: Agapito Vargas

DEPARTMENT
NAME: Precinct 2 BCAP (1312)

**ACCOUNT
NUMBER:** 9-1312-431-00-122-891-0-XXX

AI-16795

8/11/09

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

SUBJECT: Intradepartmental transfer(s)(increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

[illegible]

REASON:
Transfer from object code 733-Los Encinos 2 Subdivision-Drainage Ditches to object code 731-Los Encinos 2 Subdivision-Roads needed to complete project.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16794

2.Z.

**BCAP Transfer (1312) - Los Encinos No. 1 Subdivision
CC CONSENT**

Date: 08/11/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-890-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08/05/2009 733->731

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 04:54 PM	APRV
2	JC Carreon	JC Carreon	08/05/2009 09:19 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Marcie Jackson
Started On: 08/04/2009 03:25 PM
Final Approval Date: 08/07/2009

DATE: August 4, 2009

2009

Transfer



DEPARTMENT
HEAD: Agapito Vargas

DEPARTMENT Department of Budget & Management for
NAME: Precinct 2 BCAP (1312)

ACCOUNT NUMBER: 9-1312-431-00-122-890-0-XXX

AI-16794

8/11/09

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

SUBJECT: Intradepartmental transfer(s)(increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

[illegible]

REASON:
Transfer from object code 733-Los Encinos 1 Subdivision-Drainage Ditches to object code 731-Los Encinos 1 Subdivision-Roads needed to complete project.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16784

2.AA.

Pct #3 BCAP Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-123-082-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08/05/2009 899->339

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 11:32 AM	APRV
2	JC Carreon	JC Carreon	08/05/2009 09:01 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Norma Ceballos
Started On: 08/03/2009 02:45 PM
Final Approval Date: 08/07/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 08/11/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CAP (1312)

ACCOUNT NUMBER: 9-1312-431-00-123-082-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
899	Basham #18 - Contingency	339	Basham #18-Other Professional Srv	\$ 1,084.80
TOTAL				\$ 1,084.80

REASON: To cover expected expenses. The Monitor

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16783

2.BB.

Pct #3 BCAP Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-123-470-1-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available account balance as of 08-06-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/04/2009 11:31 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/06/2009 10:19 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Norma Ceballos
Started On: 08/03/2009 02:37 PM
Final Approval Date: 08/07/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 08/11/09

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CAP (1312)

ACCOUNT NUMBER: 9-1312-431-00-123-470-1-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
899	Monica Acres - Contingency	339	Monica Acres-Other Professional Srv	\$ 1,069.80
TOTAL				\$ 1,069.80

REASON: To cover expected expenses. The Monitor

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16772

2.CC.

Pct. #4 Landfill (1100)

CC CONSENT

Date: 08/11/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Landfill (1100)

BACKGROUND

To cover the expense of setup new electirical service at the Linn / San Manuel collection site.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-124-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08-06-09

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/31/2009 01:33 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/06/2009 10:17 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Jr. Munoz
Started On: 07/31/2009 01:09 PM
Final Approval Date: 08/07/2009

ATTEST COUNTY CLERK

AI-16851

2.DD.

Pct. #4 R&B Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 R&B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08/06/2009 334->339;540->619;442->664;739->748

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2009 09:05 AM	APRV
2	JC Carreon	JC Carreon	08/06/2009 09:48 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Jr. Munoz
Started On: 08/06/2009 08:39 AM
Final Approval Date: 08/07/2009

ATTEST COUNTY CLERK

AI-16868

2.EE.

Pct. #4 Landfill Tansfer

CC CONSENT

Date: 08/11/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Landfill (1100)

BACKGROUND

To cover the payment of invoice #24 ENG 1229 appoved CC of 7/21/09 AI-16520

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-124-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08-06-09

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2009 03:14 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/06/2009 04:05 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Jr. Munoz
Started On: 08/06/2009 02:40 PM
Final Approval Date: 08/07/2009

DATE: 08/06/09 AI#

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 9-1100-432-00-124-001-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. Ph# : 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
421	Disposal	334	Arch & Eng Srv	15,000.00
TOTAL				15,000.00

REASON: To cover the payment of invoice #24 ENG 1229 approved CC of 7/21/09 AI-16520

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-16870

2.FF.

District Attorney's Office - General Fund (1100)

CC CONSENT

Date: 08/11/2009
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Attorney (1100)

BACKGROUND

Need to purchase shredder bags in the General Fund Account.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-080-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 08/06/2009 890->607

Attachments

Link: [LIT-General Fund](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2009 03:20 PM	APRV
2	JC Carreon	JC Carreon	08/06/2009 04:20 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Roy Cazares
Started On: 08/06/2009 02:49 PM
Final Approval Date: 08/07/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: **8/11/2009**

DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**

DEPARTMENT NAME: **District Attorney's Office**

ACCOUNT NUMBER: **9-1100-412-00-080-002-0-XXX - GENERAL FUND**

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government**

Code Chapter 111, Subchapter C.

CONTACT PERSON: **Roy Cazares**

PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM				TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME			OBJECT CODE	OBJECT NAME	AMOUNT
890	Other		→	607	Household & Janitorial Suppl	\$ 550.00
			→			
			→			
			→			
			→			
			→			
			→			
			→			
			→			
			→			
TOTAL					\$	550.00

REASON: Need to purchase bags for the shredders.



for **RENE GUERRA**
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16873

2.GG.

**District Attorney Bad Check - Line Item Transfer
CC CONSENT**

Date: 08/11/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Roy Cazares
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - D.A. Bad Check (1222)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1222-412-00-080-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds of \$35,000.00 available as of 08/06/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/07/2009 09:32 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/07/2009 10:34 AM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Sylvia Solis
Started On: 08/06/2009 03:59 PM
Final Approval Date: 08/07/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: August 6, 2009

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 9-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT

SUBJECT: Budget Line-Item Transfer(s)

CONTACT PERSON: Roy Cazares

PHONE: (956) 318-2300 ext. 758

Honorable Commissioner's Court of Hidalgo County:

I submit for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM			TO		AMOUNT
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	
743	Office Furniture & Equipment	→	212	Life Insurance	\$ 65.00
743	Office Furniture & Equipment	→	230	Retirement	\$ 9,500.00
743	Office Furniture & Equipment	→	260	Worker's Comp.	\$ 1,500.00
743	Office Furniture & Equipment	→	211	Health Insurance	\$ 5,000.00
743	Office Furniture & Equipment	→	220	FICA	\$ 6,500.00
743	Office Furniture & Equipment	→	250	Unemployment Comp.	\$ 500.00
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
TOTAL					\$ 23,065.00

REASON: Monies will be used to cover current fringes.



for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-16863

2.HH.

Line Item Transfer

CC CONSENT

Date: 08/11/2009
Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.
Submitted For: Alma Ybarra
Department: GEN. GOVT. BLDGS.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Building & Grounds (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
605-->739 - \$600.00; Funding available as of 8/6/09.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2009 11:37 AM	APRV
2	Norma Silva	Norma Silva	08/06/2009 02:12 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Alma Ybarra
Started On: 08/06/2009 11:27 AM
Final Approval Date: 08/07/2009

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: August 6, 2009

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: BUILDINGS & GROUNDS

ACCOUNT NUMBER: 9-1100-419-40-220-001-0

CONTACT PERSON:	DANIEL FLORES	PHONE: 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
605	CLOTHING & UNIFORMS	739	OTHER STRUCTURE	600.00
			TOTAL	\$600.00

REASON: Funds needed to finish the Pct 4 storage object is low in funds.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-16862

4.A.

D.A. July 2009 Checks Monthly Report

CC CONSENT

Date: 08/11/2009
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: Monthly Fee Reports

Information

CAPTION

District Attorney:
Approval of monthly Processing Fees Report for the month of July 2009.

BACKGROUND

Monthly Report

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No funding required; no fiscal impact.

Attachments

Link: [DA07CheckMR](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2009 11:26 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/06/2009 01:43 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Roy Cazares
Started On: 08/06/2009 10:41 AM
Final Approval Date: 08/07/2009

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED July 31, 2009

COPY

MONIES RECEIVED

BEGINNING RECEIPT # 81015 ENDING RECEIPT # 81332

TOTAL RECEIPTS FOR THIS MONTH: 318
TOTAL RECEIPTS VOIDED THIS MONTH: 4

Restitution Collected This Month	PC Ch. 32.41 (e)	\$186,182.80
Court Costs Collected This Month	CCP Art. 102.0071	18,802.75
Processing Fees Collected This Month	CCP Art. 102.007 (c)	14,616.14
Merchant Fees Collected This Month	BCC Ch. 3.506 (b)	4,845.00
Overpayments/Refunds for This Month		91.86
Interest Earned on Bank Acct.	LGC 113.021 (c)	0.00
Total Collections for This Month		<u>\$224,538.55</u>

DISBURSEMENTS

BEGINNING CHECK # 177076 ENDING CHECK # 177356

TOTAL CHECKS FOR THIS MONTH: 281
TOTAL CHECKS VOIDED THIS MONTH: 3

Restitution Disbursed This Month	\$186,232.38
Court Costs Disbursed This Month	18,802.75
Processing Fees Disbursed- County Treasurer	14,616.14
Merchant Fees Disbursed This Month	4,845.00
Refunds of Overpayments to Defendants	42.28
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	3,332.30
Voided Checks This Month	0.00
Total Disbursements for This Month	<u>\$227,870.85</u>

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.


Hidalgo County Criminal District Attorney

8-4-09
Date


Prepared By

8-4-09
Date

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

AI-16864

5.A.

FY09 Membership Dues

CC CONSENT

Date: 08/11/2009

Submitted By: Yvette Pacheco, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defenders:

Requesting approval to pay the 2009 membership dues to the National Legal Aid & Defender Association in the amount of \$770.00 for Mr. Jaime E. Gonzalez, Chief Public Defender, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Req # 160155

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1282-412-30-085-001-9-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 08/06/09. Refer to req. #160155.

Attachments

Link: [NLADA Affidavit](#)

Link: [NLADA Renewal Notice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2009 02:11 PM	APRV
2	Sylvia Solis	Sylvia Solis	08/06/2009 04:54 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW
Form Started By: Yvette Pacheco			Started On: 08/06/2009 12:16 PM	
Final Approval Date: 08/07/2009				

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES**

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jaime E. Gonzalez, do hereby state that my membership in the National Legal Aid & Defender Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

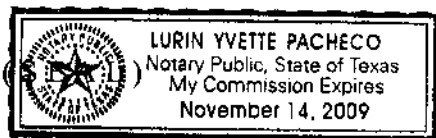
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

DATE: 8/4/09

TITLE: CHIEF PUBLIC DEFENDER

Before me Lurin Yvette Pacheco, a Notary Public, appeared Jaime E. Gonzalez, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

[Signature]
DEPARTMENT HEAD APPROVAL



DEFENDER PROGRAM MEMBER RENEWAL NOTICE

Please review and correct the information requested below and return your program renewal form with appropriate payment to: **NLADA, P.O. Box 79083, Baltimore, MD 21279-0083**. Questions should be directed to Member Services at (202) 452-0620, ext 234 or 215.

Expiration Date: 8/31/2009

Please review and complete information below and return with payment:

Member ID: 119452
Organization: Hidalgo County Public Defender Office
Contact Name: Jaime Gonzalez
Contact Title: **CHIEF PUBLIC DEFENDER**
Address 1: 100 E Cano Ste. 206
Address 2:
City, State, Zip: Edinburg TX 78539
Phone: (956) 292-7040
Web: **www.co.hidalgo.tx.us/**

Fax: **(956) 292-7049**
E-mail: **jimmy.gonzalez@co.hidalgo.tx.us**

BUDGET INFORMATION – (We cannot process your application without this information.)

Year: **2009**
Total Annual Budget: \$ **600,000**
Funding Sources: **TEXAS TASK FORCE ON INDIgent DEFENSE. HIDALGO COUNTY, TX.**

ORGANIZATIONAL DATA

Please indicate the number of staff at your organization (all offices) in the categories below:

Attorneys: **7**
Other Staff: **3**
Total Staff: **10**

OFFICE INFORMATION:

What percent of your clients are indigent? **100%** Do you charge indigent clients for services? **NO**

Types of cases handled: ☐ Felony ☒ Misdemeanor ☐ Juvenile ☐ Capital ☐ Appeals ☐ Mental Competency
☐ Habeas Corpus ☐ Appellate ☐ Post-Conviction ☐ Other: _____

Type of office (check all that apply): ☒ Public Defender: ☐ Statewide ☐ County ☐ Judicial District ☐ Federal ☐ City ☐ Local
☐ Appellate ☐ Private Contract ☐ Assigned Counsel ☐ Private Practice ☐ Social Service Organization ☐ Pro Bono ☐ Law Clinic ☐ Other: _____

DEFENDER PROGRAM MEMBER RENEWAL FEES: Please select the appropriate subscription level below.

Budget of Program	Annual Subscription Fee
☐ Up to \$200,000:	\$220
☐ \$200,001 - \$400,000:	\$440
☒ \$400,001 - \$600,000:	\$770
☐ \$600,001 - \$1,000,000:	\$1,100
☐ \$1,000,001 - \$1,500,000:	\$1,925
☐ \$1,500,001 - \$2,000,000:	\$2,750
☐ \$2,000,001 - \$5,000,000:	\$3,575
☐ \$5,000,001 - \$10,000,000:	\$4,125
☐ \$10,000,001 or more:	\$4,375

PAYMENT INFORMATION:

☐ Check enclosed (payable to NLADA) in the amount of \$ _____ ☐ Purchase Order Enclosed
☐ Charge to: ☐ Visa ☐ MasterCard ☐ AMEX Card #: _____ Exp. Date: _____
Signature: _____ Name on Card: _____

NLADA is a 501(c)(3) non-profit organization. Federal Tax ID #: 36-2337880.

BRANCH OFFICE/ADDITIONAL CONTACTS INFORMATION:

Full Program members can designate additional contacts and branch offices to receive NLADA program member mailings. Please complete information below and/or attach a program roster as a separate page and return with your completed Membership Form. Please be sure to include available e-mail addresses for all contacts. Please photocopy this form as needed.

All Branch Office/Additional Contacts will receive NLADA program member mailings.

Branch Office Name _____ *N/A*

Managing Attorney (or key contact) _____

Address _____

City _____ State _____ ZIP _____

E-mail _____ Telephone _____ Fax _____

Number of attorneys at this branch: _____

Branch Office Name _____

Managing Attorney (or key contact) _____

Address _____

City _____ State _____ ZIP _____

E-mail _____ Telephone _____ Fax _____

Number of attorneys at this branch: _____

Branch Office Name _____

Managing Attorney (or key contact) _____

Address _____

City _____ State _____ ZIP _____

E-mail _____ Telephone _____ Fax _____

Number of attorneys at this branch: _____

SIGN & SUBMIT PAYMENT:

Chief Defender/Director (please print name) _____ Date _____ Signature _____

* **Please note:** Must be a full program member to be eligible to obtain professional liability insurance through the NLADA Insurance Program.

Please make check payable to NLADA and mail to:

NLADA
P.O. Box 79083
Baltimore, MD 21279-0083

For Credit Card Payments, please FAX to: 202-872-1031

Questions? Contact us at: 202-452-0620, ext. 234 or 215 · Send e-mail to: membership@nlada.org · www.nlada.org

AI-16866

5.B.

FY2009 Membership Dues

CC CONSENT

Date: 08/11/2009

Submitted By: Yvette Pacheco, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defenders:

Requesting approval to pay the 2009 membership dues to the Texas Criminal Defense Lawyers Association (TCDLA) in the amount of \$50.00 for Attorney Jennifer Narvaez, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Req #160159

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1282-412-30-085-001-9-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 08/06/09. Refer to req #160159

Attachments

Link: [TCDLA Affidavit](#)

Link: [TCDLA Renewal notice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2009 02:13 PM	APRV
2	Sylvia Solis		08/07/2009 04:55 PM	PEND
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Yvette Pacheco
Started On: 08/06/2009 01:16 PM

Final Approval Date: 08/07/2009

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES**

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jennifer A. Narvaez, do hereby state that my membership in the Texas Criminal Defense Lawyers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

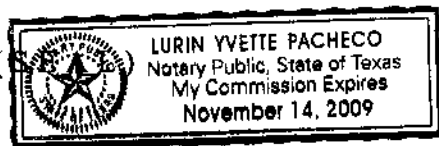
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: [Signature]

DATE: 7/31/09

TITLE: Assistant Public Defender

Before me Lurin Yvette Pacheco, a Notary Public, appeared Jennifer A. Narvaez, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

[Signature]
DEPARTMENT HEAD APPROVAL



TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION

MEMBERSHIP RENEWAL NOTICE

Jennifer A. Narvaez
100 E Cano St Ste 206
Edinburg, TX 78539-4548

Membership Expires: 8/31/2009
TCDLA ID#: 8792

MEMBERSHIP CATEGORY

Please check appropriate category. Prices include one year of membership.

☐ Regular Member (renewal) REG • \$150	☐ Law Student Member STU • \$20
☐ Voluntary Sustaining Member (required for TCDLA officers and directors) VS • \$300	☐ Sustaining Member (required for TCDLA Associate Directors) SUS • \$200
☐ TCDLA Past President Member PPRES • \$50	☐ Distinguished Member (70+) DIS • \$50
☒ Public Defender Member (must be a PD employee) PD • \$50	
☐ Affiliate Member AFF • \$50	
☐ Paralegal PARAL	☐ Investigator INV
☐ Expert EXP	☐ Other (law professors and other persons approved by the Board of Directors)
☐ I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of \$ _____	

Tax Notice: \$36 of your annual dues (\$19 if a student member) is for a one year subscription to the VOICE for the Defense. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business expense. The non-deductible portion of regular and initial membership dues is \$39 in accordance with IRC sec. 6033.

LAWYER LOCATOR

- ☐ Yes! Include me in the online lawyer locator.* You may list up to three practice areas in criminal defense law for public access.
(example: DWI, sexual assault, appeals)

*Disclaimer: TCDLA makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on TCDLA's website to provide the public with choices for possible legal services. TCDLA expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. Moreover, content contained on or made available through this website is not intended to and does not constitute legal advice and no attorney-client relationship is formed. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. Your use of information on the website or materials linked from the website is at your own risk.

INFORMATION UPDATE

Please indicate below any changes to your address or contact information.

Name _____	Company _____
Street _____	City, State, Zip _____
Phone _____	Fax _____
Email _____	Website _____

Continued on TCDLA.org, beginning on page 2, and continuing on page 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

- ☐ Exclude me from fax communication

- ☐ Exclude me from email communication

PAYMENT METHOD

- ☐ Check payable to TCDLA
- ☐ Credit Card (Visa, Mastercard, Amex or Discover)

Credit Card Number _____	Expiration Date _____
Name on Card _____	Signature _____

RENEW

- Mail completed form with payment to:
TCDLA Membership • 1717 W. 6th St., Ste. 315 • Austin, TX 78703

- Renew online at www.tcdla.com
- Fax completed form with credit card to 512.469.9107

TCDLA office use only: Amount: _____ Check/CC: _____

AI-16895

6.A.

**Blue Cross Blue Shield Health Insurance Claims
CC CONSENT**

Date: 08/11/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer \$ 302,154.50 to Hidalgo County Health Insurance Claims bank account for Blue Cross Blue Shield Health Insurance Claims for periods:

07/18-24/2009	\$ 302,154.50
TOTAL:	\$ 302,154.50

2. Approval to wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [07/18-24/2009](#)

Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Flora Vazquez	08/07/2009 04:58 PM	CREATED
1	Budget & Management	Erika Zamora	08/10/2009 08:17 AM	APRV
2	Olga Garza			NEW
3	Auditor's Office			

Form Started By: Flora Vazquez Started On: 08/07/2009 04:58 PM

Account	Corporate Entity	Invoice	Profile	Invoice	Number	InvPerFrC	InvPerToL
	HIDALGO COUNTY						
21185	TX1	618139	131862	7/18/2009	7/24/2009	7/18/2009	7/24/2009 TX433
21185	TX1	618139	131862	7/18/2009	7/24/2009	7/18/2009	7/24/2009 TX433
21185	TX1	618139	131862	7/18/2009	7/24/2009	7/18/2009	7/24/2009 TX433

[illegible][illegible]

CltPerFr	CltPerTo	EBARS	CustNbr	Settlement	Nbr	Associator	Nbr	Group
1	1	21185	9001	HIDALGO	COUNTY	Blue	Cross	Basic
1	1	21185	9001	HIDALGO	COUNTY	Blue	Cross	Basic
1	1	21185	9001	HIDALGO	COUNTY	Drug	Basic	Coverage
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
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1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Drug	Basic	Coverage
1	1	21185	9002	HIDALGO	COUNTY	Drug	Basic	Coverage
1	1	21185	9002	HIDALGO	COUNTY	Blue	Cross	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Blue	Shield	Basic
1	1	21185	9002	HIDALGO	COUNTY	Drug	Basic	Coverage

Nbr	Group	Name	Coverage	Claim Type	Lastname	Firstname
Coverage	845733134	000020091985182	Single	7/15/2009	\$500.00	\$500.00
Coverage	845733134	000020092045176	Single	7/17/2009	\$500.00	\$500.00
	845733134	91987500041000	Single	7/17/2009	\$9.33	\$9.33
BASIC PLAN:					\$1,009.33	\$1,009.33
Coverage	834862895	000020091985057	Family	Memb 7/11/2009	\$16.65	\$16.65
Coverage	834862895	000020091985057	Family	Memb 7/11/2009	\$9.75	\$9.75
Coverage	834862895	000020091985057	Family	Memb 7/11/2009	\$10.55	\$10.55
Coverage	834862895	000020091985057	Family	Memb 7/11/2009	\$12.36	\$12.36
Coverage	834862895	000020091985057	Family	Memb 7/11/2009	\$6.34	\$6.34
Coverage	834862895	000020091985057	Family	Memb 7/11/2009	\$5.97	\$5.97
Coverage	834862895	000020091985057	Family	Memb 7/11/2009	\$15.49	\$15.49
Coverage	834862895	000020092015035	Family	Memb 7/15/2009	\$41.29	\$41.29
Coverage	834862895	000020092025057	Family	Memb 7/17/2009	\$41.29	\$41.29
Coverage	834862895	000020092015035	Family	Memb 7/14/2009	\$63.18	\$63.18
Coverage	840994015	000020092025053	Single	7/7/2009	\$13.40	\$13.40
Coverage	840994015	000020092025053	Single	7/7/2009	\$35.28	\$35.28
Coverage	840994015	000020092025053	Single	7/7/2009	\$62.09	\$62.09
Coverage	840994015	000020092025053	Single	7/7/2009	\$69.62	\$69.62
Coverage	840994015	000020092035057	Single	7/9/2009	\$72.13	\$72.13
	834862895	91953700243000	Single	7/14/2009	\$352.99	\$352.99
	840994015	91946071476000	Single	7/13/2009	\$90.39	\$90.39
BUY-UP PLAN:					\$918.77	\$918.77
Coverage	841052249	000020092025718	Single	7/8/2009	\$760.00	\$760.00
Coverage	841052249	000020092015034	Single	7/10/2009	\$12.75	\$12.75
Coverage	841052249	000020092015034	Single	7/12/2009	\$109.10	\$109.10
Coverage	841052249	00002009202506C	Single	7/14/2009	\$66.37	\$66.37
Coverage	841052249	00002009202506C	Single	7/13/2009	\$176.07	\$176.07
Coverage	841052249	000020092035054	Single	7/13/2009	\$80.44	\$80.44
Coverage	841052249	000020092045047	Single	7/14/2009	\$36.31	\$36.31
	841052249	91944664873000	Single	7/13/2009	\$6.19	\$6.19
BUY-UP PLAN:					\$1,247.23	\$1,247.23
TOTAL:					\$3,175.33	

Member	ID	Document	Control	Tier	Service	Date	Gross	Amt
	0.00%	\$0.00						
	0.00%	\$0.00						
	0.00%	\$0.00						
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	0.00%	\$0.00						
	0.00%	\$0.00						
	0.00%	\$0.00						

Net	Amt	Fee	Percent	Fee	Amt	Case	Nbr

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF: July 18-24, 2009

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA)
Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the
County's CLAIMS PAYING ACCOUNT in the amount of \$ 302,154.50

- 1). Hidalgo County
- 2). Hidalgo County Headstart Program
- 3). Hidalgo County Community Service Agency
- 4). Hidalgo County Urban County Program
- 5). Hidalgo County Drainage District #1
- 6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates
07/18/09 to 07/24/09 is \$ 302,154.50

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the
Commissioners' Court Agenda of August 11, 2009.

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included
on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.


Employee Benefits Manager

08/06/2009
Date

Dept. of Budget & Management Chief Administrator

Date

Commissioner's Court Approval

Date

AI-16682

7.A.

Renewal Maintenance Agreement

CC CONSENT

Date: 08/11/2009
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to enter into a (1) one year renewal support/service agreement for the OWS500 Call Accounting Support Subscription with Metropolis Technologies, Inc. for the Sheriff's Office in the amount of \$795.00/year through requisition #159205 effective as of August 1, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-336
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 159205 as of 8-7-09 \$795.00 for Metropolis Technologies.

Attachments

Link: [Metropolis Sheriffs Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2009 01:19 PM	APRV
2	Budget & Management		08/07/2009 04:55 PM	PEND
3	Manuel Chapa	Manuel Chapa	08/07/2009 03:47 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Matilde Faz
Started On: 07/27/2009 11:37 AM

Final Approval Date: 08/07/2009

Consent
16682
8/4/09

Date: 07/21/09

Authorized By: _____

Date Entered:
Requisition # :
Date Approved:
P.O. #

7/21/09
159205

HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH

ADMINISTRATION

DATE: 07/09/09
REQUESTED BY: MONICA J. HINOJOSA
BUDGET: 9-1100-421-00-280-001-0-
OBJECT NUMBER: 336-COMPUTER SERVICES
CURRENT BALANCE: \$20,037.00
EXPENDITURE AMOUNT: \$795.00
NEW BALANCE: \$19,242.00
PURPOSE OF EXPENDITURE: ONE YEAR SUPPORT AGREEMENT FOR THE OWS500 CALL ACCOUNTING
SUPPORT SUBSCRIPTION WITH METROPOLIS TECHNOLOGIES, INC. FOR
THE SHERIFF'S OFFICE IN THE AMOUNT OF \$ 795.0

LINE #	ITEM DESCRIPTION	ITEM #	NIGP #	QTY	UOM	UNIT PRICE	AMOUNT
1	CALL ACCOUNTING SUPPORT SUBSCRIPTION (12 MONTHS) INCLUDES 24/7 SUPPORT, SOFTWARE UPDATES, QUARTERLY AREA CODE UPDATES, QUARTERLY PREFIX UPDATES AND QUARTERLY RATE TABLE UPDATES.	OWS500		1	YEAR	\$795.00	\$795.00

TOTAL:

\$795.00

AWARDED VENDOR:

METROPOLIS TECHNOLOGIES
6278 N. FEDERAL HIGHWAY # 413
FORT LAUDERDALE, FL 33308

INTERNAL NOTES:

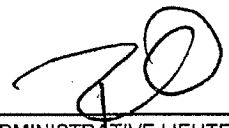
CONTACTED VENDOR:

CONTACTED VENDOR:

AUTHORIZED BY:

DIVISION COMMANDER

APPROVED BY:



ADMINISTRATIVE LIEUTENANT

REVIEWED BY:

PROCUREMENT SPECIALIST

APPROVED BY:

CHIEF DEPUTY

JUL 16 2009

Metropolis Technologies, Inc.
Support Renewal Dept
6278 N. Federal Highway #413
Ft. Lauderdale, FL 33308

Hidalgo County Sheriff's Dept
Javier Chapa/Monica Hinojosa Accounts Payable/Telecom Dept
711 El Cibolo Rd
Edinburg, TX 78539

Support Expiration Pending

06/12/09

Dear Hidalgo County Sheriff's Dept, Edinburg, TX:

Our records indicate that your support subscription for your OfficeWatch Call Accounting software will soon expire. A support subscription entitles you to 24-hour support 7 days a week, quarterly rate table updates, area code updates, prefix table updates, and updates to the most recent version of your software (available on-demand from the Metropolis website). We pride ourselves on our excellent customer service and software which is why the great majority of our clients renew their support subscription every year.

To renew your support subscription, please sign the enclosed service agreement and remit payment as indicated on the enclosed Courtesy Invoice.

Please note: If you do not have a support subscription and you experience any problems with your system, including revenue generation issues, our technical support staff will be unable to assist you or your vendor until your support subscription payment arrives by mail.

If you choose to not renew your support subscription, you may disregard this notice and your support service will automatically expire. If your subscription expires, you may rejoin for a \$250 processing fee in addition to the price listed on the Courtesy Invoice.

We at Metropolis Technologies thank you for your purchase and we will strive to provide the highest quality of service and software.

Sincerely,



Erynn Torrenga
954-941-1010 x765 / etorrenga@metropolis.com

Courtesy Invoice

Metropolis Technologies, Inc
6278 N. Federal Highway #413
Fort Lauderdale, FL 33308

BILL TO:

Hidalgo County Sheriff's Dept
Javier Chapa/Monica Hinojosa Accounts Payable/Telecom Dept
711 El Cibolo Rd
Edinburg, TX 78539

P.O. Number	Invoice #	Date	Terms
	185191-0809	06/12/09	Due on receipt

Item #	Description	Cost
OWS500	Call Accounting Support Subscription (12 months) (includes 24/7 support, software updates, quarterly area code updates, quarterly prefix updates and quarterly rate table updates.)	\$795

Total \$795

To ensure uninterrupted service of your system and to avoid a \$250 reactivation fee, please remit payment within 30 days of the invoice date listed above.

Questions? Please call Erynn Torrenga at 954-941-1010 x765 (etorrenga@metropolis.com)

Metropolis Technologies, Inc.

Tel 954-941-1010
Fax 954-301-0819
6278 N. Federal Highway #413
Ft. Lauderdale, FL 33308

Service Agreement

Customer: Hidalgo County Sheriff's Dept

Date: 06/12/09

Address: 711 El Cibolo Rd

City: Edinburg State: TX Zip: 78539

This agreement covers: OfficeWatch-Extension 500 Call Accounting Software distributed by Metropolis Technologies, Inc.

Metropolis Technologies, Inc. agrees to provide service for the system above, effective 08/01/09 for a period of 12 (twelve) months for the price of US\$795.

This is a legal Agreement between you (the "Customer") and Metropolis Technologies, Inc. covering the provision of standard product support services by Metropolis Technologies, Inc. to the Customer. As long as the Customer maintains this service agreement current, Metropolis Technologies, Inc. will supply the services as described herein. This Agreement will terminate automatically if the user uses or permits the use of the Software in any manner not permitted by this Agreement. The Customer will not: (a) disassemble, reverse engineer, decompile, or otherwise attempt to discover the source code of the Software; (b) translate, modify, or create any derivative work of the Software; (c) disclose, publish, sublicense, sell, lend, rent, lease, or transfer the Software; (d) copy or reproduce the Software, except to produce sufficient copies of the Software for safe usage; (e) operate the Software on more than one computer at a time, unless specified as a network version.

Services Provided: The services provided under this Agreement include support services 24 hours a day, 7 days a week. Metropolis Technologies, Inc. will also provide four (4) data file updates per year and the latest version of the Software, to be downloaded via the Internet. This Agreement does not cover equipment relocation, system reconfiguration, program changes or equipment failure due to physical abuse, misuse, water, lightning, fire, theft or acts of nature. This agreement does not cover service or maintenance on any equipment not specifically mentioned above.

Payment Terms: Payment is due prior to commencement of this agreement. Metropolis Technologies, Inc. reserves the right to decline service if payment has not been received. Renewal of this agreement is subject to approval by Metropolis Technologies, Inc.

Assignment and Subcontracting: Neither party shall assign this Agreement or any right granted or to be granted under it without the prior written consent of the other, which agreement may not be unreasonably withheld. However, notwithstanding this clause, Metropolis Technologies, Inc. may, at its sole discretion, assign or sub-contract the fulfillment of its obligations under this Agreement.

Liabilities and Responsibilities: Metropolis Technologies, Inc. shall not be held liable for more than the repair of the Software to manufacturer specifications. Metropolis Technologies, Inc. shall not be held responsible for any indirect or consequential damages or commercial loss resulting from any cause whatsoever. Metropolis Technologies, Inc. shall not be liable for any loss or injury to Customer's personnel, agents, employees, assignees, customers of lessees, or loss or damage to Customer's property arising from the use of the said Software maintained by Metropolis Technologies, Inc.

Dispute Resolution: The parties to this Agreement shall exert their best efforts to resolve any disagreements emerging in the course of fulfilling their obligations under this Agreement. Every reasonable attempt shall be made to resolve such disagreement quickly, simply and inexpensively by negotiation in attempts to meet one another's needs. The parties agree that unresolved disputes arising from this Agreement shall be submitted for binding arbitration and heard by the American Arbitration Association. Each party shall bear its own costs in arbitration.

Entire Agreement: These terms and conditions supersede all prior oral and written understandings between the parties on the topic of this Agreement, and constitute the entire agreement between them relating to the services covered. On these topics there are no understandings or representations, expressed or implied, not specifically set out in this Agreement.

Applicable Law: This Agreement shall be governed by the law of Broward County, State of Florida.

In Witness whereof, the parties hereto have caused this agreement to be properly executed intending that it shall be legally binding upon them.

Hidalgo County Sheriff's Dept
Customer

Signature

Date

Juan D. Salinas III County Judge
Printed Name/Title

METROPOLIS TECHNOLOGIES, INC.

Erynna
Signature

06/12/09
Date

Erynna Torrenza
Printed Name

Required: Email new support code to: (jchapa@hidalgoso.org,monica.hinojosa@hidalgoso.org)

AI-16857

7.B.

Pct 4 - Drainage Improvement Project -Invoice #s 7175, 7177 & 7178-QHA-C-08-477-12-09

CC CONSENT

Date: 08/11/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of request for payments submitted by project engineer Quintanilla, Headley & Associates, Inc., under contract # C-08-477-12-09 in connection with surveying/design services with authority for County Treasurer to issue payment after County Auditor's review and completion of processing procedures. Precinct#4 - San Carlos Drainage Improvements Project as follows:

1. Invoice No. 7175 (Pymt. #9) in the amount of \$2,500.00 - WA#1, PO#614261 "Gonzalez Pond";
2. Invoice No. 7177 (Pymt. #1) in the amount of \$30,711.00 - WA#3, PO# 614261 "North Branch Drain";
3. Invoice No. 7178 (Pymt. #10) in the amount of \$42,500.00 - WA#1, PO#614261 "Hoehn Drain".

BACKGROUND

Invoice nos. 7175, 7177 & 7178-QHA-C-08-477-12-09

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-124-066-0-719
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Inv# 7175 \$2,500.00.

Funding available in account as of 8-7-09. Pending PO (614261) Reclassification to Program 066.

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-124-049-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Inv# 7177 \$30,711.00.

Funding available in account & PO (614261) as of 8-7-09.

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-124-067-0-733

FUNDS AVAILABLE Y/N?: Pending MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Inv# 7178 \$42,500.00.

Funding pending approval of interdepartmental transfer (AI# 16888 CC 8/11/09).

Pending PO (614261) Reclassification to Program 067.

Attachments

Link: [Invoice #7175-QHA](#)

Link: [Invoice no. 7177-QHA](#)

Link: [Invoice no. 7178-QHA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2009 12:41 PM	APRV
2	Budget & Management	Erika Zamora	08/06/2009 02:11 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/07/2009 04:20 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Letty Saenz

Started On: 08/06/2009 10:03 AM

Final Approval Date: 08/07/2009

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs St.
Edinburg, TX 78539

DATE	INVOICE #
7/22/2009	7175

BILL TO

Hidalgo County Precinct No. 4
Rumaldo Muñoz, Jr.
1051 N. Doolittle Road
Edinburg, Texas 78542

DESCRIPTION	AMOUNT
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS WORK AUTHORIZATION No.1 CONTRACT # C-08-477-12-09 PURCHASE ORDER # 614261 PAYMENT REQUEST No.9 DESCRIPTION: SURVEY PARCELS FOR IDENTIFICATION OF HIDALGO COUNTY IRRIGATION DISTRICT No.1 DRAINAGE. 1. GONZALEZ POND TOTAL: 1 PARCEL @ \$ 2,500.00 Invoice Received By: <u>Smah</u> on <u>07/22/09</u> Goods/Services Received By: <u>Smah</u> on <u>07/22/09</u> 9 1339-431-00-124-0640-719 Pct.# <u>1571</u> Pur. Req.# <u>144913</u> P.O.# <u>614261</u>	2,500.00 0.00
Thank you for your business!	Total \$2,500.00



Precinct # 4

1051 N. Doolittle Edinburg, Texas 78542 Phone (956) 393-3112 Fax (956) 391-5905 •

MEMORANDUM

To: Ray Eufrazio, CPA, County Auditor
From: Rinaldo Munoz Jr. 
Date: July 28, 2009
Subject: Purchase Order Reclassification

We kindly request that your office re-classify the following purchase order as summarize below within the Precincts R&B Fund (1204).

Purchase Order No.	Date	Vendor Name	Amount	From Account No.	To Account No.
614261	12/11/08	Quintanilla, Headley and Associates, Inc.	\$2,500.00	9-1204-431-00-124-036-0-719	9-1339-431-00-124-066-0-719

Please contact Rinaldo Munoz Jr. at 956-383-3112 ext. 4002 should you have any questions.

DATE: July 28, 2009

2009



DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: **Hidalgo County Precinct No.4**
CO 2009 Pet4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-08-124-036-0-890

SUBJECT: Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rumbalo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

[illegible]

REASON:

Transfer to cover the purchase of a 10.00 acre tract of land being the east 10.00 acres of lot 6, J.L.B. Curry Survey No. 4, Hidalgo County, Texas to include Title and Appraisal reports to be known as the Gonzalez Pond.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK



County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JULY 28, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV.7175 : CONTRACT #08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING
INVOICE #7175 IN THE AMOUNT OF \$2,500.00
FOR QUINTANILLA, HEADLEY & ASSOCIATES BE PLACED ON THE NEXT
COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #614261
ACCOUNT: 9-1339-431-00-124-066-0-719 NOTE: FUNDS FOR PROGRAM
PENDING LINE TRANSFER & ALSO PENDING RECLASSIFICATION OF
PURCHASE ORDER.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR
OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., 7175 & P.O. 614261

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, July 28, 2009 8:57 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: manuel.chapa@co.hidalgo.tx.us
Subject: Place inv# 7175 on CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg; Picture 004.jpg; Picture 005.jpg

Please place inv 7175 for Mr. Quintanilla on the next CC.

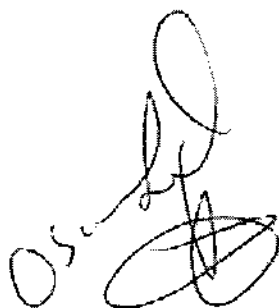
Munoz Rumaldo

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs St.
Edinburg, TX 78539

DATE	INVOICE #
7/23/2009	7177

BILL TO

Hidalgo County Precinct No. 4
Rumaldo Muñoz, Jr.
1051 N. Doolittle Road
Edinburg, Texas 78542

DESCRIPTION	AMOUNT
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS NORTH BRANCH DRAIN (TERRY ROAD, TOWER ROAD AND MONTE CRISTO ROAD DRAIN DITCH CULVERT CROSSINGS)	30,711.00
WORK AUTHORIZATION No.3 CONTRACT No. C-08-477-12-09 PURCHASE ORDER No.614261	
CONTRACT AMOUNT: \$ 40,948.00 PAYMENT REQUEST No.1	
1. TERRY ROAD CROSSING (DESIGN 100% COMPLETE) \$ 10,269.75 2. TOWER ROAD CROSSING (DESIGN 100% COMPLETE) \$ 14,346.75 3. MONTE CRISTO ROAD CROSSING (DESIGN 100% COMPLETE) \$ 6,094.50	
TOTAL AMOUNT DUE: \$ 30,711.00 Invoice Received By: <u>Smah</u> on <u>07/23/07</u> Goods/Services Received By: <u>Smah</u> on <u>07/23/07</u> <u>9</u> 1339-431-00-124-049-733 Pct # <u>1571</u> PLT REQ# <u>144913</u> P.O.# <u>614261</u>  JUL 27 2007 	0.00
Thank you for your business!	Total \$30,711.00

CH



COUNTY OF HIDALGO

DATE: 12/11/08

Page No 1 Of 1

VENDOR: 184024

REQ:00144913

Email:

Phone:

SUVER:

SHP TO: HIDALGO CO. PVT 4

1101 N. BOOLITTLE BL.

EDINBURG TX 76539

QUINTANILLA, HEADLEY AND ASSOCIATES, INC

124 EAST STUBBS STREET

EDINBURG TX 76539

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PVT 4

Contract No:

Special Instructions:

SEE RECH 1241

VENDOR NOTES

1. DO NOT ADD TO OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION THROUGH-PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF CANCELLATION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED FOR DELIVERY. VENDOR MUST REPLY ALL INQUIRY COSTS.
4. THIS ORDER PURCHASE ORDER IS ONLY. ORIGINAL INVOICE ATTACHED CUSTOMER CANCELLATION IS ACCEPTED.
5. PAYMENT WILL BE MADE ONLY FOR A SIGNED AND FULLY COMPLETED ORDER, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT # C-08-471-12-08		
1 LOT		WITH AUTHORIZATION #1 WITH A PROPOSED FEE OF \$750,000.00 FOR SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT. ROW SURVEYING OF 100 ESTIMATED PARCELS WITHIN HIDALGO COUNTY PRECINCT NO. 4, IN CONNECTION TO CONTRACT NO. C-08-471-12-08. APPROVED C.O. OF 12/08/08 AGENDA ITEM AT-12613	750,000.00	750,000.00
		9-1339-431-00-124-062-0-719	\$ 2,500.00	
		9-1339-431-00-124-063-0-719	\$ 2,500.00	
		9-1339-431-00-124-049-0-733	\$ 275,000.00	
		9-1339-431-00-124-050-0-733	\$ 67,500.00	
		9-1339-431-00-124-051-0-733	\$ 125,000.00	
		9-1339-431-00-124-052-0-733	\$ 227,500.00	
		9-1339-431-00-124-053-0-733	\$ 22,500.00	

9-1339-431-00-124-048-0-719 17,500.00

Authorized by:

Martha L. Salazar

REC 40,948.00

40,948.00



County of Hidalgo Pct. 4

Commissioner Oscar L. Sargis Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JULY 28, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. 7177 # : CONTRACT #08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING
INVOICE #7177 IN THE AMOUNT OF \$30,711.00
FOR QUINTANILLA, HEADLEY & ASSOCIATES BE PLACED ON THE NEXT
COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #614261
, ACCOUNT: 9-1339-431-00-124-049-0-733

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR
OFFICE, THANK YOU.

RUMALDO MUNOZ JR. 
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv. 7177 & P.O. 614261

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, July 28, 2009 9:02 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: manuel.chapa@co.hidalgo.tx.us
Subject: Place inv# 7177 on CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

Please place inv #7177 for Mr. Quintanilla on the next CC.

Thanks Munoz

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs St.
Edinburg, TX 78539

DATE	INVOICE #
7/27/2009	7178

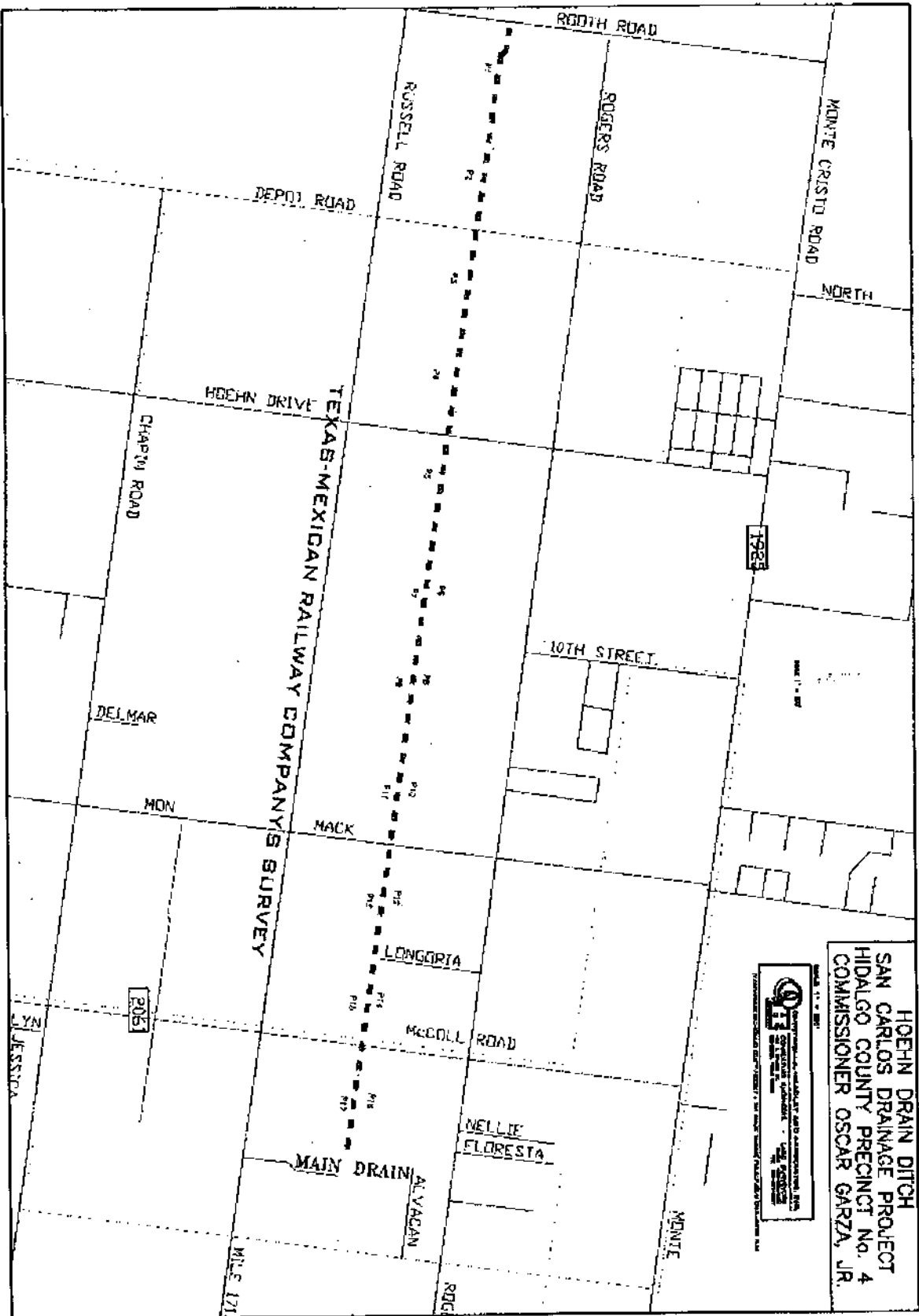
BILL TO

Hidalgo County Precinct No. 4
Rumaldo Muñoz, Jr.
1051 N. Doolittle Road
Edinburg, Texas 78542

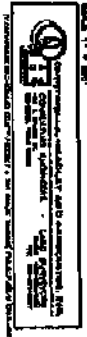
JUL 28 2008

DESCRIPTION		AMOUNT
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS WORK AUTHORIZATION No. 1 CONTRACT #: C-08-477-12-09 PURCHASE ORDER #: 614261		42,500.00
PAYMENT REQUEST No. 10 DESCRIPTION: SURVEY PARCELS FOR IDENTIFICATION OF HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DRAINAGE HOEHN DRAIN 1- 17 PARCELS @ \$2,500.00		0.00
Total		\$42,500.00

Thank you for your business!



HOEHN DRAIN DITCH
SAN CARLOS DRAINAGE PROJECT
HIDALGO COUNTY PRECINCT NO. 4
COMMISSIONER OSCAR GARZA, JR.



VENDOR: 154024

REQ:00144913

Email:

Phone:

BUYER:

SHIP TO: HIDALGO CO. PCT 4

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
KEMENBERG TX 785391102 N. DOOLITTLE RD.
EDINBURG TX 78539

Vendor Acct#

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No

PCT RECH 1571

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. FOR EXEMPTION THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAIR ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT # C-08-477-12-09		
1 LOT		WORK AUTHORIZATION #1 WITH 2 PROPOSED FBE OF \$750,000.00 FOR SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT (ROW SURVEYING OF 100 ESTIMATED PARCELS) WITHIN HIDALGO COUNTY PRECINCT NO. 4, IN CONNECTION TO CONTRACT NO. C-08-477-12-09. APPROVED C.C. OF 12/09/08 AGENOA ITEM #112628	750,000.00	750,000.00
		Q-1339-431-00-124-062-0-719 -	\$ 2,500.00	
		Q-1339-431-00-124-063-0-719	\$ 2,500.00	
		Q-1339-431-00-124-066-0-733	\$ 2,500.00	750.000

		Q-1339-431-00-124-067-0-733	\$ 42,500.00	
				\$ 70,918.00
		Q-1339-431-00-124-049-0-733	\$ 275,000.00	
		Q-1339-431-00-124-050-0-733	\$ 67,500.00	
		Q-1339-431-00-124-051-0-733	\$ 125,000.00	
		Q-1339-431-00-124-052-0-733	\$ 227,500.00	
		Q-1339-431-00-124-053-0-733	\$ 22,500.00	

Q-1339-431-00-124-048-0-719 17,500

Authorized by:

Marta R. Salazar



County of Hidalgo Pct. 4

Commissioner Oscar L. Saenz Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JULY 29, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #7178: CONTRACT #08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING
INVOICE #7178 IN THE AMOUNT OF \$42,500.00 FOR QUINTANILLA,
HEADLEY & ASSOCIATES, INC. BE PLACED ON THE NEXT
COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #614261,
ACCOUNT: 9-1339-431-00-124-067-0-733

NOTE: THE ABOVE MENTIONED ACCOUNT NUMBER IS CURRENTLY NOT
SET UP, A RECLASSIFICATION MEMO (SEE ATTACHED) WILL BE SENT TO
AUDITOR'S DEPARTMENT SO THAT IT MAY BE SET UP.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR
OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., 7178 & P.O. 614261

Leticia Saenz

From: Rinaldo Munoz [rinaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, July 29, 2009 10:51 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: manuel.chapa@co.hidalgo.tx.us
Subject: Place inv #7178 on CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg; Picture 004.jpg; Picture 005.jpg

Please place the following invoice on the next CC.

Munoz



Precinct # 4

1051 N. Donalville Rosenberg, Texas 78142 Phone (936) 393-3112 Fax (936) 391-5905

MEMORANDUM

To: Ray Eufrazio, CPA, County Auditor
From: Rinaldo Munoz Jr.
Date: July 29, 2009
Subject: Purchase Order Reclassification

We kindly request that your office re-classify the following purchase order as summarize below within the Certificates of Obligation, Series 2009 Fund (1339).

[illegible]

Please set up account with description name Pct. 4 Hoehn Drain.

Please contact Rinaldo Munoz Jr. at 956-383-3112 ext. 4002 should you have any questions.

AI-16845

7.C.

Request for Payment-Inv. #9- Alcocer Garcia Associates, Inc.

CC CONSENT

Date: 08/11/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance, and approval of Payment No. 9 in the amount of \$2,467.44, from Alcocer Garcia Associates, Inc., contracted architect for, "Meeting Hall/Pavilion for Precinct No. 3".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1302-451-22-123-068-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds in P.O. #594477 as of 8/06/09 is \$13,776.56.

Attachments

Link: [Payment No. 9](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2009 12:13 PM	APRV
2	Budget & Management	Erika Zamora	08/06/2009 02:07 PM	APRV
3	Perla Lopez	Perla Lopez	08/06/2009 04:20 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Rocio Villarreal
Started On: 08/05/2009 04:57 PM
Final Approval Date: 08/07/2009

ARCHITECTS PROFESSIONAL SERVICES121151
594477**REQUEST FOR PAYMENT NO. 9**

TO OWNER: COUNTY OF HIDALGO, TEXAS
100 E. Cano, 2nd Floor, Edinburg, TX 78539
PROJECT NAME: PRECINCT 3 MEETING HALL/PAVILION
CONTRACT NO.: C-07- P.O. NO.: 594477
FROM: ALCÓCER GARCIA ASSOCIATES, INC. (EIN:26-4262500)
ADDRESS: 1333 E. JASMINE AVENUE, McALLEN, TX 78501

Basic Services Contract Amt.: \$ 82,248.07

SCOPE OF SERVICES	AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Schematic Design Phase 10 %	\$8,224.80	100%	\$8,224.80	\$8,224.80	\$0.00
Design Development Phase 10 %	\$8,224.80	100%	\$8,224.80	\$8,224.80	\$0.00
Construction Documents Phase 50%	\$41,124.05	100%	\$41,124.05	\$41,124.05	\$0.00
Bidding Phase 5%	\$4,112.40	100%	\$4,112.40	\$4,112.40	\$0.00
Construction Phase 25%	\$20,562.02	45%	\$9,252.90	\$6,785.46	\$2,467.44
Additional Services	\$0.00				\$0.00
Reimbursable Expenses	\$3,432.55	100%	\$3,432.55	\$3,432.55	\$0.00
TOTAL	\$85,680.62		\$74,371.50	\$71,904.06	\$2,467.44

I certify that the above is true and correct to the best of my knowledge.

July 31, 2009


AGA, Inc.

DATE

Owner

Date

INVOICE RECEIVED BY

7/31/09 ON 7/1/09

GOODS/SERVICES RECEIVED BY

ON

A 121151-133-068-0720

AI-16843

7.D.

**Requesting Approval of Payment No. 6 with GAS Enterprises, Inc. for
Construction of Meeting Hall/Pavilion for Pct 3**

CC CONSENT

Date: 08/11/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Approval of request for payment Application No. 6 in the amount of \$232,587.29 from G.A.S. Enterprises, Inc. contracted vendor for, "Construction of Meeting Hall/Pavilion for Precinct No. 3" and as certified for payment by project architect, Alcocer Garcia Associates Design Consulting. C-08-406-01-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-451-22-123-068-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds in P.O. #617510 as of 8/06/09 is \$749,374.82.

Attachments

Link: [Payment No. 6](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2009 12:09 PM	APRV
2	Budget & Management	Erika Zamora	08/06/2009 02:06 PM	APRV
3	Perla Lopez	Perla Lopez	08/06/2009 04:47 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Rocio Villarreal

Started On: 08/05/2009 04:51 PM

Final Approval Date: 08/07/2009

TO OWNER: County of Hidalgo PROJECT: Hidalgo County APPLICATION NO: SIX (b)
2812 S. Business 83 Precinct No. 3
Edinburg, Tx 78539 Meeting Hall/Pavilion

FROM CONTRACTOR: VIA ARCHITECT: AGADC
G.A.S. Enterprises, Inc. 1333 E. Jasmine
P.O. Box 309 McAllen, Tx 78501
Elsa, Tx 78543

CONTRACT FOR: General Construction

PERIOD TO: 8/1/09

PROJECT NOS:

CONTRACT DATE: 1/28/09

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,154,824.00
2. Net change by Change Orders \$ -0-
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,154,824.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 650,277.91

5. RETAINAGE:
a. 5 % of Completed Work \$ 32,449.15
(Column D + E on G703) -
b. 5 % of Stored Material \$ 64.15
(Column F on G703)
Total Retainage (Lines 5a - 5b or

Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE \$ 32,513.90
(Line 4 Less Line 5 Total) \$ 617,764.01
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 385,176.12
8. CURRENT PAYMENT DUE \$ 232,587.29
9. AMOUNT TO FINISH, INCLUDING RETAINAGE \$ 537,059.99
(Line 5 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		-0-

AIA DOCUMENT G703 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: G.A.S. Enterprises, Inc.

By: Rene Salinas Date: 7/31/09
State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 31st day of July, 2009
Notary Public: M. N. N.
My Commission expires: 11/17/09

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the information comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated on the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 232,587.29

Attach explanation if amount certified differs from the amount applied. Initial and Application and on the Continuation Sheet that are changed to conform with the amount certified.

By: George A. Garcia Date: 7-31-09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5252

INVOICE RECEIVED BY

ON 7/31/09

GOODS/SERVICES RECEIVED BY

ON 7/31/09

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NO: SK (6)

APPLICATION DATE: 8/1/09

PERIOD TO: 8/1/09

ARCHITECTS PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/H)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Bonding/Insurance	\$30,048	\$30,048	\$0	\$0	\$30,048	100%	\$0	\$1,502.40
2	General Conditions	\$15,815	\$7,765.45	\$1,559.29	\$0	\$9,324.74	59%	\$6,490.26	\$466.24
3	Site Prep/Grading	\$19,536	\$18,030	\$0	\$0	\$18,030	92%	\$1,506	\$901.50
4	Site Utilities	\$47,762	\$44,896	\$0	\$0	\$44,896	94%	\$2,866	\$2,244.80
5	Paving/Striping/Signage	\$58,183	\$28,664	\$0	\$0	\$28,664	49%	\$29,519	\$1,433.20
6	Concrete Work	\$155,375	\$136,774	\$0	\$0	\$136,774	88%	\$18,601	\$6,838.70
7	Termite Treatment	\$1,125	\$1,125	\$0	\$0	\$1,125	100%	\$0	\$56.25
8	CMU Work	\$59,200	\$0	\$59,200	\$0	\$59,200	100%	\$0	\$2,960.00
9	Steel/Metal Work	\$98,803	\$82,331.13	\$9,612	\$0	\$91,943.13	93%	\$6,859.87	\$4,597.16
10	Roofing	\$40,286	\$0	\$40,286	\$0	\$40,286	100%	\$0	\$2,014.30
11	Carpentry/Gyp Board	\$42,245	\$0	\$16,817.74	\$0	\$16,817.74	40%	\$25,427.26	\$840.89
12	SAC	\$20,612	\$0	\$0	\$0	\$0	0%	\$20,612	\$0.00
13	Painting	\$48,369	\$0	\$14,965	\$0	\$14,965	31%	\$33,404	\$748.25
14	Electrical	\$200,229	\$6,207	\$44,050	\$0	\$50,257	25%	\$149,972	\$2,512.85
15	HVAC	\$78,575	\$14,149	\$20,618	\$0	\$34,767	44%	\$43,808	\$1,738.35
16	Plumbing	\$60,981	\$19,514	\$32,320	\$0	\$51,834	85%	\$9,147	\$2,591.70
17	Flooring	\$47,143	\$0	\$0	\$0	\$0	0%	\$47,143	\$0.00
18	Millwork	\$17,196	\$0	\$0	\$0	\$0	0%	\$17,196	\$0.00
19	Doors/Frames/HW	\$34,653	\$0	\$0	\$0	\$0	0%	\$34,653	\$0.00
20	Storefront/Glazing	\$3,659	\$0	\$2,800	\$0	\$2,800	77%	\$859	\$140.00
21	Toilet Partitions/Acc	\$7,288	\$0	\$0	\$0	\$0	0%	\$7,288	\$0.00
22	Exterior/Interior Signage	\$6,280	\$0	\$0	\$0	\$0	0%	\$6,280	\$0.00
23	Furniture/Fixtures	\$7,015	\$2,671	\$0	\$1,295	\$3,966	57%	\$3,049	\$198.30
24	Overhead/Counter Doors	\$16,446	\$8,857	\$0	\$0	\$8,857	54%	\$7,589	\$442.85
25	Allowances	\$38,000	\$4,417.60	\$1,305.70	\$0	\$5,723.30	15%	\$32,276.70	\$286.16
GRAND TOTALS		\$1,154,824	\$405,449.18	\$243,533.73	\$1,295	\$650,277.91	56%	\$504,546.09	\$32,513.90

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

G703-1992

AI-16838

7.E.

BCAP 3rd Call-Pct 1 - Authority to Advertise Brenda Gay & Chapa II Subdivisions
CC CONSENT

Date: 08/11/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of:

1. Brenda Gay Subdivision &
2. Chapa II Subdivision;

BCAP projects located in Precinct No.1 with plans and specifications drafted by project engineer, Izaguirre Engineering Group LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-1312-431-00-121-120-0-731/733

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Object codes 731 & 733 have \$69,226.50 and \$10,800.00 available as of 8-7-09.

FISCAL YEAR: ACCT. #: 9-1312-431-00-121-148-0-731/733

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Object Codes 731 & 733 have \$46,224.00 and \$16,200.00 available as of 8-7-09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2009 11:54 AM	APRV
2	Budget & Management	Erika Zamora	08/06/2009 02:04 PM	APRV
3	Erika Zamora	Erika Zamora	08/07/2009 03:17 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Yvette Islas

Started On: 08/05/2009 04:35 PM

AI-16821

7.F.

**Requesting Authority to Re-Advertise-Treatment Alternative to Incarceration Program (TAIP) In-Patient Services for CSCD
CC CONSENT**

Date: 08/11/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Pursuant to Government Code, Chapter 76, Section .004 a request to Commissioners Court from Joe Lopez(Executuve Director of Hidalgo County Community Supervision and Corrections Department) to permit the Hidalgo County Purchasing Department to advertise a Request for Proposals for: Treatment Alternative to Incarceraton Program (TAIP) In-Patient Services;

2. Ratification of first advertisement date (due to time constraints of the grant award and in order to award the proposal) with authority to proceed with second advertisement and approval of procurement packet (i.e. legal notice, requirements, scope of services and draft state contract form, etc.) provided by the Adult Probation Department-RFP No.: 2009-342-CGV.

BACKGROUND

Advertisement Dates: 08/07/09 & 08/14/09

Acceptance Date of: 08/21/09

Fiscal Impact

Attachments

Link: [Draft Legal Notice](#)

Link: [Draft State Regulations](#)

Link: [Draft State Agreement](#)

Link: [Expenditure Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2009 11:41 AM	APRV
2	Budget & Management	Erika Zamora	08/06/2009 01:59 PM	APRV
3	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Gricelda Villarreal
Started On: 08/05/2009 02:03 PM
Final Approval Date: 08/07/2009

RFP No: 2009-342-08-21CGV	Buyer : CRIS VILLARREAL	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

**RFP- "Treatment Alternative to Incarceration Program (TAIP)
Substance Abuse Treatment In-Patient Services for
Hidalgo County Community Supervision and Corrections Department"**
August 21, 2009,

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

Bid No: 2009-342-08-21CGV

1. Sealed proposals will be received for **"RFP- Treatment Alternative to Incarceration Program (TAIP)-(Substance Abuse Treatment In-Patient Services)- Hidalgo County Community Supervision and Corrections Department"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
1. 2. One (1) original and seven (7) copies of all proposals are required, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"RFP NO.: 2009-342-08-21CGV - RFP Treatment Alternative to Incarceration Program (TAIP)-Substance Abuse Treatment In-Patient Services-Hidalgo County Community Supervision and Corrections Department "** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Friday, August 21, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "RFP-2009-342-08-21CGV -RFP Treatment Alternative to Incarceration Program (TAIP)-(Substance Abuse Treatment In-Patient Services)- Hidalgo County Community Supervision and Corrections Department ". Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS REGARDING THE SCOPE OF SERVICES WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us NO LATER THAN , , 2009 at 5:00 p.m.** Responses will be sent to all applicants via facsimile or via email by **Friday, , 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.****
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal; and C. award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

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

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

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

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

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

17. Schedule of Events

Proposal Opening, 9:30 A.M.

Award of Contract

Commence Work or Deliver Products

August 21, 2009

_____, 2009

_____, 2009

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

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

19. Ethical Standards:

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

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

20. **Disclosure of Conflict of Interest:**

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

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

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

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

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

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

Proposal
for
**RFP "Treatment Alternative to Incarceration Program (TAIP)
(Substance Abuse Treatment In-Patient Services)
Hidalgo County Community Supervision and Corrections Department"**
RFP No: 2009-342-08-21CGV
August 21, 2009

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

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

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

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

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Request for Proposal
(RFP No.: 2009-342-08-21CGV)

For

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

For

HIDALGO COUNTY

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD)

PROPOSALS DUE:

Date: August 21, 2009

Local Time: 9:30 A.M.

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

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Treatment Alternative to Incarceration Program Request for Proposals

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

Introduction

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

Authority

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

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

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

Qualifications to Submit a Proposal

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

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

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

INSTRUCTIONS TO PROPOSERS

Opening Date and Procedures:

**Completed Sealed Proposal
Original and SEVEN (7) single sided copies
Must be received at the
Hidalgo County Purchasing Department
At the following address, on or before the date and time stated below**

US Postal Mail Address:

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

Physical Address:

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

**August 21, 2009
(Date)**

**9:30 A.M.
(Local Time)**

All proposals must be securely sealed in suitable envelopes/boxes and addressed and labeled as follows: RFP No.: 2009-342-08-21CGV "Treatment for Alternatives to Incarceration (TAIP) Program". The original proposal must be clearly marked "ORIGINAL", and contain all original signatures.

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

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

Proposals may be withdrawn at any time prior to the official opening. After the official opening, proposals will become the property of CSCD. No modifications by Proposer to a proposal will be accepted after the official opening, nor shall Proposer withdraw or cancel or modify their proposal for a period of 90 days after having been notified that such proposal has been conditionally accepted by CSCD. The right is reserved, as the interest CSCD may require, to accept or reject in part or in whole any and all proposals submitted; and to waive any technicalities, informalities, or irregularities in any proposal received.

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

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

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

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

Time of Proposal Opening. Proposals received prior to the time of opening will be kept unopened in a secure place. The CSCD employee whose duty it is to open them will decide when the specified time has arrived, and no proposal subsequently received will be considered, except when the proposal arrives by mail after the time fixed for the opening, but before the time the CSCD to give notification that proposals have been rejected or conditionally accepted, and it is shown to the CSCD's satisfaction that the failure of the delivery of the proposal to arrive on time was due solely to delay in the mails for which

the Proposer was not responsible, such proposal shall be considered. Unless specifically authorized, proposals by telegraph, facsimile, e-mail, Internet, or other means of electronic communication will not be considered, but modification by such electronic communication of a proposal already submitted, will be considered prior to the date and hour set for opening.

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

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

Overview

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

If a contract is offered and furnished by CSCD to Proposer, it is anticipated that the proposal, and the related operations and budget information as submitted in response to this RFP, will be attached and incorporated by reference into such contract as entered into and executed by the parties. Under these circumstances, therefore, the Proposer's **Vendor Operations Plan and Budget** as included in the proposal will become legally binding upon the Proposer and CSCD. Such Vendor Operations Plan and related Budget will govern the process, circumstances, and terms under which the Proposer's substance abuse treatment services will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Contract Manual for TDCJ-CJAD Funding of Offender Services*, at pp. 27- 34 (Sept. 1, 1999). In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between CSCD and Proposer and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

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

Target Populations

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

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

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

Budgets, Accounting Records, Etc.

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

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

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

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

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

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

If required, Proposer at no additional cost to CSCD must agree to provide appropriate testimony, affidavits, and documents for any court proceedings and trials related to its treatment and other services for CSCD and defendants. See, Substance Abuse "Treatment Services" Operations Agreement for Community Supervision and Corrections Departments, *Contract Management Manual for TDCJ-CJAD Funding of Offender Services*, Art. I., §1.11 at p. 55 (Sept. 1, 1999).

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

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

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

Additional Terms

1. The department is seeking one vendor to provide only outpatient treatment of defendants who are referred by the department. The vendor selected by the department will be required to submit monthly written statistical reports regarding the number of referrals received, the number of defendants attending groups, and the type of discharge from the group. The vendor must maintain a waiting list of referrals reflecting defendants needing services.

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

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

Subject to Availability of Funds

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

Miscellaneous

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

MINIMUM REQUIREMENTS FOR TAIP CATEGORIES

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

ADDITIONAL PROPOSAL CRITERIA

Screening

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

- a. Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the defendant is chemically dependent.
- b. Screening must be conducted by a Licensed Chemical Dependency Counselor or by an otherwise qualified person to conduct such screening who is exempt under TCADA's licensure rules and/or CJAD Standards. Qualified Community Supervision Officers (CSOs) may also conduct the screening.
- c. The screening instruments that are approved for use by Proposer for a TAIP defendant to determine the possible existence of chemical dependency are the following; [i] Substance Abuse Subtle Screening Inventory (SASSI) [ii] Substance Abuse Life Circumstance Evaluation ("SALCE"), or [iii] Texas Christian University Drug Dependency Scale ("TCUDDS")
- d. Defendants meeting the following criteria must bypass the screening process:
 - (1) A defendant with a documented criminal history of two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances;
 - (2) A defendant who has submitted positive urine specimens;
 - (3) A defendant who has previously attended an outpatient or inpatient substance abuse program;
 - (4) A defendant with a completed and documented screening or assessment/evaluation from another referral source that determined further assessment/evaluation of the subject defendant's substance abuse history was needed;

Assessment

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

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

Proposal Submission Requirements

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

1. Each proposal must be in the format described in page 7 of this RFP. Proposals must be typed or printed on standard (8 ½" x 11") paper. Pages must be numbered and a "Table of Contents" must be included in the format required by this RFP.
2. Each proposal must respond to all portions of the RFP and include information sufficient to constitute a Vendor Operations Plan and Budget. All Texas Department of Criminal Justice-Community Justice Assistance Division proposal and budget forms must be utilized. (See attached forms.
3. Once the Proposer's written proposal has been received by CSCD, Proposer may not submit changes, amendments, or modifications to their written proposal prior to the date and time set for opening. Notwithstanding the foregoing, however, that modifications from Proposer by telegraph, facsimile, e-mail, Internet or other electronic means will be considered prior to the date and hour of opening. Proposer may, however, withdraw and resubmit a written proposal anytime prior to the final date and hour set for receipt of proposals. CSCD in its sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modifications to its advantage.
4. No modifications by Proposer to a proposal will be accepted after the official opening, nor shall Proposer withdraw or cancel or modify their proposal for a period of 90 days after having been notified that such proposal has been conditionally accepted by CSCD.
5. CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP.
6. Any Proposer who submits a written proposal in response to this RFP without attending the scheduled pre-proposal conference does so at their own risk, and waives any right to assert claims due to undiscovered information.
7. After the opening of proposals and prior to the award of a formal contract to Proposer, CSCD reserves the right to make a pre-award site visit of any or all Proposers' facilities to be used in the performance of work and services related to this RFP. Proposer agrees to allow CSCD, its agents and representatives all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure of Proposer to allow such an inspection shall be cause for rejection of a proposal as being non- responsive. CSCD reserves the right to reject the facilities that are the subject of a Proposal as unacceptable for performance under this RFP as a result of such site visit survey by CSCD.
8. The Proposer's past performance under other contracts or dealings with CSCD or for other public entities may also be used for purposes of evaluating Proposer's suitability for award of a contract under this RFP.

9. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.
10. Proposals should not contain or display promotional materials except as they may directly answer questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number to the question in the RFP.
11. Any person or entity contemplating the submission of a proposal in response to this RFP that is in doubt as to the meaning or interpretation of the specifications, proposal documents, or any part thereof, may submit a request for clarification to the CSCD Director. Such request must be submitted on or before the fifth calendar day at 5:00 p.m., prior to the scheduled date and time of opening. **All requests and questions from Proposer shall be in writing**, and directed to CSCD at the address included in this RFP.

Further Proposal Format Requirements

Each section of the proposal must be clearly designated (by using tabs) so as to make the information readily accessible to CSCD. If requested information does not appear in the appropriate section of a proposal, that information may be counted by CSCD as missing or unresponsive during the proposal review process. A proposal shall be submitted in the following format:

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

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

Required Information

Describe eligibility criteria for persons on community supervision / probationers / pre-trial intervention, including any special client characteristics (i.e. level of intellectual functioning, homeless, indigent, etc.).

Also include which defendants, if any, would be ineligible to be clients of Proposer (i.e., offense categories, criminal history information, etc.). A Proposer must include information on how their activities, services and treatment will be conducted so as to fulfill the requirements of the Americans with Disabilities Act, 42 U.S.C. § 12132, and the regulations promulgated thereunder. The CSCD may consider proposals to provide substance abuse treatment services for Special Needs Offenders at higher rates.

Program Description

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

NEW
CONTINUED
MODIFIED

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

- 2) Describe all services to be provided by Proposer, and specify if all services are provided to all persons on community supervision, probationers, and pre-trial defendants.
- 3) Describe Proposer's services and treatment goals and objectives, including how an individualized client treatment plan is developed. Describe other types of treatment plans you will use.
- 4) Describe all responsibilities that are to be placed upon persons on community supervision, probation and pre-trial defendants responsibilities that are to participate in Proposer's treatment and services (i.e., homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).
- 5) Describe the Proposer's experience and history, if any, in working with defendants or clients who are, or were, involved with the criminal justice system in Texas or elsewhere...
- 6) Specific requirements for Residential Treatment Services:
 - a. Describe the procedure used by Proposer, and the information that is necessary, for a defendant to be admitted to their facility for program services and/or treatment.
 - b. Describe any diagnostic assessments and instruments that will precede the provision of program services and/or treatment for a defendant. Describe any post-program service and/or treatment assessment that will be conducted. Describe why these particular assessments or instruments will be utilized.
 - c. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Proposer.
 - d. Describe minimum/maximum length of program participation for a defendant.
 - e. Describe how client progress is measured by Proposer while at their facility. Describe what criteria are used by Proposer to determine when to release a client early, or request an extension.

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

- i. Describe the Proposer's client discharge / termination procedure (successful/unsuccessful) from the program / service being provided. Include if certificates of completion will be provided by Proposer to participants, and if so, the procedure to provide certificate to a defendant and the notification procedure to be used by Proposer to the CSCD and /or supervising Community Supervision / Pre-Trial officer.
- j. Describe the Proposer's staff-to-client ratio by level / type of service and treatment. Describe other relevant client supervision procedures.
- k. Describe Proposer's client files, records, format, electronic databases, frequency of entries, etc.

Objectives

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

- 1) Outputs
 - a) Total number of defendants / clients served
 - b) Total number of successful program completions
 - c) Total number of counseling hours provided
 - d) Other output measures
- 2) Outcomes. Include immediate and long-term outcomes that are specific to the program / services as set forth in the proposal.
- 3) The following five outcome measures will be required for each substance abuse service that is included in the proposal:
 - a. Reduce recidivism (defined as a re-arrest for a new separate offense that is punishable by incarceration, *i.e.*, Class B Misdemeanors and up)
 - b. Decrease re-incarceration
 - c. Increase Community Supervision Outcomes in areas of
 - (i) Expiration
 - (ii) Early Discharge; and
 - (iii) Revocations.
 - d. Specific Programmatic Outcomes, *i.e.*, completion of program --successful, --violation of program conditions, or inappropriate placement--unsuccessful.
 - e. Reduction of drug or alcohol use by defendants.
- 4) Describe any performance measures and standards that your Proposer's facility or program uses in accomplishing its goals.

Program Evaluation Methods

- 1) Describe Proposer's plan for determining the degree to which output and outcome objectives are met and methods that are followed.
- 2) Describe Proposer's plan and records for monitoring, determining, and evaluating outputs and outcomes.

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

Additional Information Required of Proposer

Each proposal shall contain the following information:

1. Name, title, telephone and fax number of Proposer's contact person for all inquiries from CSCD. The contact person shall be responsible for fielding all inquiries from the CSCD related to the proposal, and providing the Proposer's response to CSCD's inquiries
2. Business form of Proposer (e.g. corporation, partnership, sole proprietorship, governmental entity, agency, etc.), if applicable.
 - a) If a corporation, include the date and state of incorporation.
 - b) Whether Proposer is for profit business or non-profit corporation, governmental agency or entity
 - c) Names and addresses of Proposer's principal officers, directors, or partners.
 - d) Identify all employees, officers, or staff of Proposer who is actively or previously on community supervision, probation, deferred adjudication parole, or who has been convicted of a felony or Class A or B misdemeanor.
 - e) A copy of Proposer's most recent financial statement (i.e. monthly, quarterly); and most recent audited financial statement--each to include corresponding balance sheet, income statement and statement of cash flow. Proposer must include an affidavit certifying that Proposer is a duly qualified, capable and otherwise bondable business entity that proposer is not in receivership or contemplates same, and has not filed for bankruptcy.
 - f) A brief biography and complete resume of the person or persons who will operate/manage the services provided by proposers.
 - g) The organizational chart showing Proposer's staff and management.

3. The name and address of the Proposer's insurance carrier(s), along with a letter or statement(s) from Proposer's insurance carrier(s) attesting that the insurance coverage(s) as specified in this RFP is/are either in force or available to upon Proposer.
4. Complete reference information for all public and private institutions or agencies to which the Proposer provides or has provided similar services and treatment. Specify dates for such similar service contracts, and current rates being charged by Proposer for these contracted services.
5. A list of all civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Proposer, its officers, or employees.
6. A list of all criminal cases or proceedings filed or pending at any time during the past five years, brought against, or on behalf of, the Proposer, its officers, or employees.
7. Other organizational, biographical, or financial information deemed relevant by the Proposer or as requested by CSCD.
8. Describe all of the locations where the services and treatment at issue will be provided by Proposer. Detailed information is needed for each physical facility and location where Proposer is to provide services and treatment, including--- contact person, title, physical address, phone and fax numbers, e-mail addresses, types of clients if specific to a particular site (*i.e.*, all male or all female sites), and the levels of treatment and service provided by Proposer at each site. Is the location accessible to public transportation and in a geographic area accessible to defendants? Is the location(s) near schools, day care centers, churches, or other facilities where defendants may be a threat to public safety? Is the location also used to serve any persons who are on parole, the jurisdiction of juvenile authorities, or mental or medical health agencies or providers?
9. Describe when the treatment and services which are the subject of proposal could begin.

Proposal Evaluation Factors

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

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

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

- A. The proposed price per unit of service.
- B. The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- C. Completion of all aspects and information asked for in this RFP and the attachments thereto.
- D. Proposer's qualifications (e.g., Experience/Licenses/Certifications of management and staff).
- E. Evidence of Proposer's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- F. Proposer's experience in working with the target population being addressed in the proposal.
- G. In considering the proposals, the CSCD reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including price per day/hour.
- H. Proposer's services and treatment activation plan and time frames and dates.
- I. Proposer's program performance measures, evaluation, and monitoring procedures.
- J. The adequacy, and extent of proposer's financial resources and insurance coverage(s).
- K. Other factors such as the availability of multiple locations, convenience of hours or location to target population, and Proposer's ability to accept some referrals under other funding pools.

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

Following the CSCD's Selections of Proposer(s)

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

If a formal written contract is negotiated and entered into between proposer with CSCD, it is anticipated that the format, terms and provisions, of such contract will be substantially as set forth at pp. 49–70 of the

Contract Management Manual for TDCJ-CJAD Funding of Offender Services (September 1, 1999). Such contract format, suggested terms and provisions therein, are incorporated in this RFP by reference; and for Proposer's convenience these pages from this referenced Contract Manual are also reproduced in this RFP, prior to its furnishing of a formal contract to Proposer, CSCD reserves the right to revise or modify such contract format, terms and conditions as may be deemed appropriate under the circumstances and to accommodate any changes or revisions that may occur to the applicable TCADA rules, legislation, or other requirements.

DRAFT

Appendix I COVER PAGE

All proposals must include this cover page as the first page

Proposal to Perform Substance Abuse Treatment Services

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

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

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

General Information:

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

OR,

- A certified statement (or copy of approval letter) that the vendor's allocation plan has been approved by another state or federal agency.
11. The vendor must maintain a separate accounting system for the CSCD's program, and submit

financial information to the CSCD and/or TDCJ-CJAD upon request regarding requested financial reports, fund balance information at the end of the fiscal year, etc.

12. All records on vendor expenditures must be maintained for auditing purposes, and any expenditure not properly documented may be disallowed.
13. The rate is to be based on projected outputs. **The outputs should be expressed as Total Costs divided by Residential Bed-Days** (residential bed-days is calculated as number of beds x 365).

Expenditure Lines

1) Personnel Salaries:

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

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

2) Personnel Fringe Benefits:

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

3) Personnel Training:

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

4) Personnel Travel:

This expenditure line item should include only travel by personnel in the performance of CSCD residential program related business and include staff mileage reimbursement (at no more than the IRS rate per mile), per diem meals, lodging, and public transportation costs. Travel costs for residents or personal travel is not allowable in this category. Travel to training should also be included. (Expenses for agency vehicles used to transport staff and residents should be listed under the ☐Transportation☐expenditure line.)

5) Equipment:

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

6) Transportation:

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

7) Consumable Supplies:

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

8) Other:

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

9) Facility:

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

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

REQUIRED ATTACHMENTS:

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

OR,

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

UNALLOWABLE COSTS

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

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

Appendix III Vendor Request for Funding

FISCAL YEARS 2010-2011

VENDOR NAME (Name as Incorporated)

STREET ADDRESS

CITY

STATE

ZIP

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

E-MAIL ADDRESS

CONTACT PERSON

TITLE

TELEPHONE

FAX

BUSINESS FORM of Vendor (Check applicable):

For Profit Corporation _____ Non-Profit Corporation _____ Partnership _____ Other _____

State where incorporated or formed: _____ Date of Incorporation or formation: _____

TYPE OF RESIDENTIAL FACILITY:

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

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

Facility Name:

Location:

Male Beds:

Female Beds:

INSURANCE PROVIDER(S):

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

Signature of Authorized Official

Title

Date

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

Vendor: _____

City: _____

Contract Period: _____

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

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

Cost Per Unit:

Show Computation:

1. Personnel Salaries

Personnel--Salaries

Position or Title	Staff Name or ☐ Vacant ☐	Annual Salary	% Time for Job	Total
TOTAL				

Note: Use as many additional pages as needed

BUDGET JUSTIFICATION

2. Personnel Fringe Benefits

Vendor:

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

BUDGET JUSTIFICATION

3. Personnel Training

Vendor:

Purpose (List Conference Fees, Describe In-Service Training Costs)	Total
	\$
TOTAL PERSONNEL TRAINING	\$

4. Personnel Travel

Purpose (List Staff Mileage and rate used, Per Diem and rate, Public Transport)	Total
	\$
TOTAL PERSONNEL TRAVEL	\$

BUDGET JUSTIFICATION

5. Equipment

Vendor:

Purpose (All Equipment will be purchased by CSCD residential facility.)	Total
	\$
TOTAL EQUIPMENT	\$

6. Transportation

Purpose (List All Project Transportation Costs for Transport of Residents)	Total
	\$
TOTAL TRANSPORTATION COSTS	\$

7. Consumable Supplies

Purpose (List All Consumable Supplies with Brief Description)	Total
	\$
TOTAL CONSUMABLE SUPPLIES	\$

BUDGET JUSTIFICATION

8. Other

Vendor:

Purpose (List All Other Costs with Brief Description)	Total
	\$
TOTAL OTHER COSTS	\$

9. FACILITY COSTS

[illegible]

Appendix V
(Substance Abuse Treatment Services Operations Agreement)

EXHIBIT A

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

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EXHIBIT B

Monthly Invoice Form

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APPENDIX VI

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

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

Appendix VII

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TDCJ-CJAD Standards for CSCD

§163.40 SUBSTANCE ABUSE TREATMENT STANDARDS

(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Admission - The administrative process and procedure performed to accept an offender into a treatment program or facility.

(2) Assessment - a process using a structured or semi-structured interview to determine the nature and extent of a client's chemical dependency.

(3) Chemical Dependency Counselor - A qualified, credentialed counselor or counselor intern working under direct supervision.

(4) Continuum of Care - A system which provides for the uninterrupted provision of essential services to offenders entering, exiting, and within the system.

(5) Counseling - Face-to-face interactions between offenders and counselors to help offenders identify, understand, and resolve their personal issues and problems related to their substance abuse or chemical dependency. Counseling may take place in groups or in individual meetings.

(6) Counselor Intern - A person pursuing a course of training in chemical dependency counseling at a regionally accredited institution of higher education or a registered clinical training institution who has been designated as a counselor. The activities of a counselor intern shall be performed under the direct supervision of a qualified, credentialed counselor in accordance with rules adopted by the Texas Commission on Alcohol and Drug Abuse.

(7) Detoxification - Chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in an offender's body, manage withdrawal symptoms, and encourage the offender to continue ongoing treatment for chemical dependency.

(8) Direct Care Staff - The staff responsible for providing treatment, care, supervision, or other offender services that involve a significant amount of direct contact. (Clerical support staffs are not considered direct care staff.)

(9) Discharge - The time when an offender leaves a program or facility and will no longer be receiving chemical dependency treatment from that program or facility.

(10) Discharge Summary - A recapitulation of the offender's progress and participation while in either primary, residential, or outpatient treatment.

(11) Education - Educational instruction; a planned, structured presentation of information which is related to substance abuse or chemical dependency.

(11) Emergency - A situation requiring immediate attention and action to treat or prevent physical, emotional, or mental threat, harm, injury, or illness.

(13) Facility - The physical location of the treatment program operated by, for, or with funding from the TDCJ-CJAD. Some locations may be locked facilities for in-patient treatment; other programs may be offered at locations as outpatient treatment.

(14) Grievance - A formal complaint limited to matters affecting the complaining offender personally and limited to matters for which the facility/program has the authority to remedy through the grievance process.

(15) Primary Counselor - An individual working directly with and being responsible for the treatment of the

TDCJ-CJAD Standards for CSCD

offender.

(16) Qualified, Credentialed Counselor (QCC) - A licensed chemical dependency counselor (LCDC) or one of the following professionals:

- (A)** Licensed professional counselor (LPC);
- (B)** Licensed master social worker (LMSW);
- (C)** licensed marriage and family therapist (LMFT);
- (D)** licensed psychologist;
- (E)** Licensed physician (MD or DO);
- (F)** Certified addictions registered nurse (CARN);
- (G)** Licensed psychological associate; and
- (H)** Advance practice nurse recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with specialty in psyche-mental health (APN-P/MH).

(17) Screening Instrument - a written device administered to an offender to determine the possible existence of chemical dependency.

(18) Senior Counselor/Unit Manager/Unit Supervisor - A supervisory staff member who directs, monitors, and oversees the work performance of subordinate staff members.

(19) Special Needs Populations - Offenders who have significant problems in the areas of mental health, diminished intellectual capacity, or medical needs.

(20) Treatment - A planned, structured, and organized program designed to initiate and promote a person's chemical-free status or to maintain the person free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from chemical dependency that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning lost due to chemical dependency.

(21) Use of Force - Graduated levels of use of physical strength or weapons necessary to gain physical compliance and control of an offender whose actions otherwise pose a danger to self or others.

(b) Compliance. Compliance with TDCJ-CJAD substance abuse treatment standards is required of all programs that provide substance abuse treatment and are funded or managed by TDCJ-CJAD. Programs and facilities providing only substance abuse education are not subject to these standards.

(C) Personnel & Staff Development/Accreditation. The employer shall ensure that employees acquire any credentials, licensing, certifications, or continuing education required to perform their duties. Personnel files for employees shall be maintained to display copies of required documents. Staff will be required to have criminal background checks performed annually. Programs that are not clinical training institutions as defined by the Texas Commission on Alcohol and Drug Abuse must inform all non-credentialed staff of this fact

(d) Admissions. There shall be documentation of specific admission criteria and procedures. Offenders are eligible for substance abuse treatment programs:

(1) If the offender's needs are met by the treatment services provided by the program,

(2) If a court orders the offender into the program and the subsequent assessment indicates the need for

TDCJ-CJAD Standards for CSCD

treatment services; or

(3) If the program allows readmissions and the offender meets the admission criteria. For offenders who are placed in treatment programs who do not meet admission criteria, a mechanism or procedure shall be developed for offender removal. A review and justification explaining the reason the offender does not meet admission criteria shall be required.

(e) Intake. There shall be written policies and procedures establishing an intake process for offenders entering a substance abuse treatment program.

(f) Initial Assessment Procedures. Acceptable and recognized assessment tools (tests and measurements) shall be used in all substance abuse treatment programs within ten (10) working days from date of admission. Assessment policies and procedures shall require the use of approved clinical measurements and screening tests. If the screening identifies a potential mental health problem, the facility shall obtain a mental health assessment and seek appropriate mental health services when resources for mental health assessments and services are available internally or through referral at no additional cost to the program. Assessment procedures shall include the following:

(1) Identification of strengths, abilities, needs and substance preferences of the offenders served;

(2) Summarization and evaluation of each offender to develop individual treatment plans;

(3) Assessments completed by a Qualified Credentialed Counselor (QCC), or if the assessor is a Counselor Intern, then the documentation must be reviewed and signed by a QCC.

(g) Assessments. The assessment shall include:

(1) a summary of the offender's alcohol or drug abuse history including substances used, date of last use, date of first use, patterns and consequences of use, types of and responses to previous treatment, and periods of sobriety;

(2) Family information, including substance use and abuse by family members and supportive or dysfunctional relationships;

(3) Vocational and employment status, including skills or trades learned, work record, and current vocational plans;

(4) Health information, including medical conditions that present a problem or that might interfere with treatment;

(5) Emotional or behavioral problems, including a history of psychiatric treatment;

(6) Educational achievement level;

(7) Intellectual functioning level; and

(8) A diagnostic summary signed and dated by a Qualified Credentialed Counselor (QCC).

(h) Orientation. Each program shall establish written policies and procedures for the orientation process. Orientation shall be provided at the onset of treatment and in accordance with the level of treatment to be provided. The orientation shall relay information concerning program rules, the grievance procedure, and the steps necessary for offenders to complete treatment successfully.

(i) Offender Rights. The offender's basic rights shall be respected and protected, free from abuse, neglect, exploitation, and discrimination. Each provider shall have written policy and procedure to ensure protection of the offender's rights according to federal and state guidelines.

TDCJ-CJAD Standards for CSCD

(j) Release of Information. There shall be written policies and procedures for protecting and releasing offender information that conforms to federal and state confidentiality laws. The staff shall follow written policies and procedures for responding to oral and written requests for offender-identifying information.

(k) Offender Records. There shall be written policies and procedures regarding the content of offender treatment records. Residential programs shall maintain separate individual treatment records for defendants. Case records, whether residential or outpatient shall include the following information at a minimum:

- (1) Initial intake information form;
- (2) Referral documentation;
- (3) Case information from referral source, if applicable;
- (4) release of information forms;
- (5) Relevant medical information;
- (6) Case history and assessment including risk and needs assessment and Strategies for Case Supervision if required;
- (7) Individual treatment plan;
- (8) Evaluation and progress reports;
- (9) Discharge summary; and
- (10) Court order placing the offender into the program.

(l) Offender Records Review Policy. There shall be written policy and procedures to govern the access of offenders to their own substance abuse treatment records in accordance with Texas Health & Safety Code and 42 CFR parts 2. This access does not apply to criminal justice records. Restrictions to access to treatment records shall be specified and explained to offenders upon request. Exceptions must involve the potential for harm to the offender or others.

(m) Treatment Planning and Review. Initial individual Treatment Plans will be completed within ten (10) working days from the date of an offender's admission to a CCF, CCC or any other substance abuse treatment program or through a similar process approved by the CSCD. Substance abuse treatment shall be based on needs identified through assessments and revised according to the offender's success or lack of progress. Treatment plans shall be reviewed at timely intervals at a minimum of once each month or when major changes occur (e.g., change in phase) and shall ensure:

- (1) That the primary counselor meets with the offender as needed to review the treatment plan, evaluating goal progress and revisions; and
- (2) That all revised treatment plans be signed and dated by the counselor and the offender.

(n) Treatment Progress Notes. There shall be written policies and procedures to require all programs to record and maintain progress notes on all offender case records, to document counseling sessions, and to summarize significant events that occur throughout the treatment process. Progress notes shall be documented at a minimum of once each week.

(o) Changes in Treatment Levels. Each treatment program shall develop written criteria for an offender to advance or regress from a level of treatment. An offender must meet the criteria for a change in the level of treatment before such a change or a discharge is implemented. Justification for level changes must be documented.

TDCJ-CJAD Standards for CSCD

(p) Discharges from Treatment. Discharge from a program shall be based on the following criteria:

- (1)** The offender has made sufficient progress towards meeting the objectives of the supervision plan and program requirements;
- (2)** The offender has satisfied a period of placement as a condition of community supervision;
- (3)** The offender has demonstrated non-compliance with the program criteria or court order;
- (4)** The offender manifests a medical problem that prohibits participation or completion of the program requirements;
- (5)** The offender displays symptoms of a psychological disorder that prohibits participation or completion of the program requirements; or
- (6)** The offender is identified as inappropriate or ineligible for participation in the program as defined by facility eligibility criteria, statute, or standard.

(q) Discharge Summary. A discharge summary shall be prepared by the primary counselor for each offender prior to leaving any substance abuse program. The discharge summary shall be sent to the defendant's supervision officer within seven (7) days of discharge and provide a summation of:

- (1)** Clinical problems at the onset of treatment and original diagnosis;
- (2)** The problems or needs and strengths or weaknesses identified on the master treatment plan;
- (3)** The goals and objectives established;
- (4)** The course of treatment;
- (5)** The outcomes achieved; and
- (6)** A continuum of care plan/aftercare treatment plan, which must be prepared with the offender prior to discharge.

(r) General Program Services Provisions. Specific services shall be required of all substance abuse treatment programs. Written policy and procedures shall ensure the following:

- (1)** All substance abuse services shall be delivered according to a written treatment plan;
- (2)** All programs shall employ a Qualified Credentialed Counselor as the Program Director, Clinical Director, Senior Counselor, or the counselor in a similar supervisory position;
- (3)** The program shall include culturally diverse curriculum applicable to the population served and shall be accomplished through demonstrated, appropriate counseling and instructional materials;
- (4)** Members of the offender treatment team shall demonstrate effective communications and coordination, as evidenced in staffing, treatment planning and case-management documentation;
- (5)** There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:
 - (A)** Conformity with state regulations; and
 - (B)** Documentation of the administration of medications, medication errors, and drug reactions.

TDCJ-CJAD Standards for CSCD

(6) Chemical dependency education shall follow a course outline that identifies lecture topics and major points to be discussed;

(7) The program shall provide education about the health risks of tobacco products and nicotine addiction;

(8) The program shall provide HIV, Hepatitis B and C and Tuberculosis education based on the Model Workplace Guidelines for Direct Service Providers developed by the Texas Department of Health;

(9) Offenders shall have access to HIV counseling and testing services directly or through referral;

(A) HIV services shall be voluntary, anonymous, and not limited by ability to pay.

(B) Counseling shall be based on the model protocol developed by the Texas Department of Health.

(C) In all TDCJ-CJAD funded facilities, testing, as well as pre- and post-test counseling, is to be provided by the medical department or contracted medical provider. In all facilities, service shall be provided either directly or through referral.

(10) The program shall make testing and information, for tuberculosis and sexually transmitted diseases available to all offenders, unless the program has access to test results obtained during the past year;

(A) Services may be made available directly or through referral.

(B) If an offender tests positive for tuberculosis or a sexually transmitted disease, the program shall refer the offender to an appropriate health care provider and take appropriate steps to protect offenders and staff.

(C) A community corrections facility shall report to the local health department the release of an offender who is receiving treatment for tuberculosis.

(11) The program shall:

(A) Refer pregnant offenders who are not receiving prenatal care to an appropriate health care provider and monitor follow-through; and

(B) Refer offenders to ancillary services necessary to meet treatment goals.

(s) Levels of Treatment. All CCFs providing substance abuse treatment shall designate in the current facility's Community Justice Plan (CJP) program proposal levels of treatment to be provided as described in sections (t) through (x) below. Beginning in fiscal year 2004, level II and level III treatment programs must include a cognitive-behavioral component for medium and high-risk offenders.

(t) Level I (Detoxification). Written policies and procedures shall ensure the following:

(1) All offenders admitted to Level I (Detoxification) programs shall need detoxification.

(2) Every offender shall have a completed medical history and physical.

(A) Residential offenders shall have a completed physical and medical history and a physical within 24 hours of admission. If the facility cannot meet this deadline because of exceptional circumstances, the circumstances shall be documented in the offender record. Until an offender's medical history and physical is complete, staff shall observe offenders closely (no less than every 15 minutes) and monitor vital signs (no less than once each hour).

(B) Outpatient offenders shall have the medical history and physical completed before admission.

TDCJ-CJAD Standards for CSCD

(3) The program shall provide continuous supervision for offenders.

(A) In residential programs, direct care staff shall be awake and on site 24 hours a day.

(i) During day and evening hours, at least two awake staff shall be on duty for the first 12 offenders, with one more person on duty for each additional one to 16 offenders.

(ii) At night, at least one awake staff member shall be on duty for the first 12 offenders, with one more persons on duty for each additional one to 16 offenders.

(B) In outpatient programs, direct care staff shall be awake and on site whenever an offender is on site. Offenders shall have access to on-call staff 24 hours a day.

(4) If the program accepts offenders with acute detoxification symptoms or a history of acute detoxification symptoms, the program shall have:

(A) A licensed vocational nurse or registered nurse on duty during all hours of operation;

(B) A physician on-call 24 hours a day.

(5) Level of observation shall be based on medical recommendations and program design, or not less than that described in (2) (A) above.

(6) A physician shall approve all medical policies, procedures, guidelines, tools, and forms, which shall include:

(A) Screening instruments (including a medical risk assessment) and procedures;

(B) treatment protocol or standing orders for each chemical the program is prepared to address in detoxification; and

(C) Emergency procedures.

(7) The clinical supervisor shall be a physician, physician assistant, advanced practice nurse, or registered nurse.

(8) The program shall:

(A) Ensure continuous access to emergency medical care;

(B) Provide offenders access to mental health evaluation and linkage with mental health services when indicated;

(C) Use written procedures to encourage offenders to seek appropriate treatment after detoxification.

(9) Direct care staff shall complete detoxification training provided by a physician, physician assistant, advanced practice nurse, or registered nurse that includes instruction in the following areas:

(A) Signs of withdrawal;

(B) pregnancy-related complications (if the program admits females of child-bearing age);

(C) Observation and monitoring procedures;

(D) Appropriate intervention; and

TDCJ-CJAD Standards for CSCD

(E) Complications requiring transfer.

(10) Staff shall assist each offender in developing an individualized post-detoxification plan that includes appropriate referrals.

(u) Level II (Relapse/Intensive Residential Treatment). Written policies and procedures shall ensure the following:

(1) All offenders admitted to Level II (Relapse/Intensive Residential Treatment) shall be medically stable, and able to participate in treatment.

(2) The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed ten (10) offenders.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide all required program services, maintain an environment that is conducive to treatment, and ensure the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

(4) For programs 90 days or less counselors shall complete a comprehensive offender assessment and individual treatment plan within five (5) working days of admission. All other programs shall complete a comprehensive offender assessment and individual treatment plan within ten (10) working days.

(5) The facility shall deliver not less than twenty (20) hours of structured activities per week for each offender, including:

(A) ten (10) hours of chemical dependency counseling with a cognitive-behavioral approach with no less than one hour of individual counseling;

(B) seven (7) hours additional education, counseling, life skills, or rehabilitation activities; and

(C) three (3) hours of structured social or recreational activities.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) Each offender shall have an opportunity to participate in physical recreation at least weekly.

(8) Program staff shall offer chemical dependency education or services to identified significant others.

(9) The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured, supportive environment. Cognitive-Behavioral Programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Components of the cognitive program shall at minimum include:

(A) Ways to identify thinking patterns; and

(B) Social skills training component.

(v) Level III (Community Residential Treatment). Written policies and procedures shall ensure the following:

(1) All offenders admitted to level III (Community Residential Treatment) shall be medically stable, able to function with limited supervision and support, and be able to participate in work release or community

TDCJ-CJAD Standards for CSCD

service/restitution programs.

(2) The program shall have adequate staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed sixteen (16) offenders.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide for the safety and security of the offenders, according to the design of the facility and with the approval of the funding.

(4) Counselors shall complete a comprehensive offender assessment and individualized treatment plan within ten (10) working days of admission for all offenders.

(5) The facility shall deliver no less than ten (10) hours of structured activities per week for each offender, including at least five (5) hours of chemical dependency counseling with a cognitive-behavioral approach.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings. Cognitive-Behavioral Programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. Components of the cognitive program shall at minimum include:

(A) Ways to identify thinking patterns; and

(B) Social skills training component.

(w) Level IV (Outpatient Treatment). Written policies and procedures shall ensure the following:

(1) All offenders admitted to Level IV (Outpatient) programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.

(2) The program shall have adequate staff to provide offenders support and guidance to ensure effective service delivery, safety, and security. Staffing patterns shall be submitted to the funding entity.

(3) The program shall set limits on counselor caseload size to ensure effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the funding entity.

(4) Didactic groups shall not exceed 35 offenders in a group.

(5) Therapeutic groups shall not exceed 16 offenders in a group.

(6) For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty (30) calendar days of admission for all offenders.

(7) For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten (10) calendar days of admission for all offenders.

(8) Intensive outpatient programs shall deliver no less than ten (10) hours of structured activities per week for each offender, including at least five (5) hours of chemical dependency counseling.

(9) Supportive outpatient programs shall deliver no less than two (2) hours of structured activities per week for each offender, including at least one (1) hour of chemical dependency counseling.

TDCJ-CJAD Standards for CSCD

(10) Counseling and education schedules shall be submitted to the funding entity for approval.

(11) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings.

(12) The outpatient treatment levels may be utilized for residents in the work release phase of any residential substance abuse treatment program.

(x) Special Populations. Written policies and procedures shall ensure the following:

(1) Programs that address the special mental health, intellectual capacity, or medical needs of offenders must provide appropriate treatment either by program staff or through contracted services.

(2) Admission to a special needs program must be based on a documented mental health, intellectual capacity, or medical need.

(3) When the assessment process indicates that the offender has coexisting disabilities/disorders, the Treatment Plan shall specifically address those issues that might impact treatment, recovery, relapse, and/or recidivism.

(4) Personnel shall be available who are qualified in the treatment of coexisting disabilities/disorders.

(5) Within ninety-six (96) hours of admission to a special needs residential program, offenders shall be administered a medical and psychological evaluation.

(6) Within ten (10) days of admission to a residential program for special needs offenders, the program administrator or designee shall contact the Texas Council on Offenders with Mental Impairments (TCOMI) regarding the offender's status. As soon as discharge date is projected, TCOMI shall be notified in writing of plans for a continuum of care after discharge, regardless of whether or not the discharge is for successful completion of the program.

(7) Residential facilities providing services for special needs populations shall have procedures to provide access to health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments must rest with a single designated responsible physician licensed by the state.

(A) Services/treatment shall be directed toward maximizing the functioning and reducing the symptoms of offenders.

(B) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

(i) Conformity with state regulations;

(ii) Documentation of the rationale for use and goals of service/treatment consistent with the individual plan of treatment;

(iii) Documentation of the administration of medications, medication errors, and drug reactions; and

(iv) Procedures to follow in case of emergencies.

(8) There shall be procedures for documenting that the offender has been informed of medication management procedures.

TDCJ-CJAD Standards for CSCD

(9) Offenders shall be actively involved in decisions related to their medications.

(10) Programs for special needs offenders must follow the same staffing for treatment levels as the levels for other offenders, except all residential programs shall maintain caseloads of no greater than sixteen (16) offenders for each counselor.

(11) Programs operating in residential facilities shall ensure that offenders will have no less than ten (10) days of appropriate medication for use after discharge.

DRAFT

A. Definitions

§148.1. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings unless the context clearly indicates otherwise.

(1) **Abuse** – An intentional, knowing, or reckless act or omission by an employee, volunteer, or other individual working under the auspices of a facility that causes or may cause death, emotional harm or physical injury to a client. Client abuse includes:

- (A) any sexual activity between facility personnel and a client;
- (B) corporal punishment;
- (C) nutritional or sleep deprivation;
- (D) efforts to cause fear;
- (E) the use of any form of communication to threaten, curse, shame, or degrade a client;
- (F) restraint that does not conform with these rules;
- (G) coercive or restrictive actions taken in response to the client's request for discharge or refusal of medication or treatment that are illegal or not justified by the client's condition; and
- (H) any other act or omission classified as abuse by the Texas Family Code, §261.001.

(2) **Adolescent** – An individual 13 through 17 years of age whose disabilities of minority have not been removed by marriage or judicial decree.

(3) **Adult** – An individual 18 years of age or older, or an individual under the age of 18 whose disabilities of minority have been removed by marriage or judicial decree.

(4) **Advanced practice nurse** – A registered nurse currently licensed in Texas who is prepared for advanced practice and approved by the Texas State Board of Nurse Examiners.

(5) **Aftercare** – Structured services provided after a client completes treatment that are designed to strengthen and support the client's recovery and prevent relapse.

(6) **Assessment** – An ongoing process through which the counselor collaborates with the client and others to gather and interpret information necessary for developing and revising a treatment plan and evaluating client progress toward achievement of goals identified in the treatment plan, including identification of the client's strengths, weaknesses, and problems/needs.

(7) **Brief interventions** – Short-term practices designed to investigate a potential problem and motivate an individual to begin to do something about his or her substance abuse, either by natural, client-directed means or by seeking additional treatment. Brief interventions are described in "Brief Interventions and Brief Therapies for Substance Abuse" (Treatment

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Improvement Protocol 34), published by the Center for Substance Abuse Treatment.

(8) **Brief therapy** – A systematic, focused process that relies on assessment, client engagement, and rapid implementation of change strategies. Brief therapies are described in "Brief Interventions and Brief Therapies for Substance Abuse" (Treatment Improvement Protocol 34), published by the Center for Substance Abuse Treatment.

(9) **Chemical dependency** – Substance abuse and substance dependence as defined in the current edition of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.

(10) **Chemical dependency counseling** – A collaborative process conducted face-to-face that facilitates the client's progress toward mutually determined treatment goals and objectives as described in "Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice," published by the Center for Substance Abuse Treatment.

(11) **Chemical dependency education** – A planned, structured presentation of information, provided by qualified staff, which is related to chemical dependency and includes a discussion of the material presented.

(12) **Chemical dependency treatment** – A planned, structured, and organized program designed to initiate and promote a person's chemical-free status or to maintain the person free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from chemical dependency that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning lost due to chemical dependency.

(13) **Child abuse and neglect** – Any act or omission that constitutes abuse or neglect of a child by a person responsible for a child's care, custody, or welfare as defined in the Texas Family Code §261.001.

(14) **Client** – An individual who has been admitted to a chemical dependency treatment program and is currently receiving services.

(15) **Commission** – The Texas Commission on Alcohol and Drug Abuse.

(16) **Consenter** – The individual legally responsible for giving informed consent for a client. Unless otherwise provided by law, a legally competent adult is his or her own consenter, and the consenter for an adolescent is the adolescent's parent, guardian, or conservator. State law allows a person 16 or 17 years of age to consent to his or her own treatment.

(17) **Counselor** – A qualified credentialed counselor, graduate or counselor intern.

(18) **Counselor intern (CI)** – A person registered with the commission who is pursuing a course of training in chemical dependency counseling at an approved clinical training institution or a person enrolled at an accredited institution of higher education completing an internship at a

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treatment program as part of a degree or certificate program in chemical dependency counseling.

(19) **Direct care staff** – Staff responsible for providing treatment, care, supervision, or other direct client services that involve a significant amount of face-to-face contact.

(20) **Discharge** – Formal, documented termination from a treatment facility. Discharge occurs when a client successfully completes treatment goals, is transferred to another facility, leaves against professional advice, or is terminated for other reasons.

(21) **DSM-IV**– The Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition-Text Revision, published by the American Psychiatric Association. Any reference to DSM-IV is understood to mean the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders.

(22) **Ensure** – Take all reasonable and necessary steps to achieve results.

(23) **Exploitation** – The illegal or improper use of a client or a client's resources for monetary or personal benefit, profit, or gain by an employee, volunteer, or other individual working under the auspices of a facility.

(24) **Facility** – A legal entity with a single governing body, a single administration, and a single staff that provides chemical dependency treatment.

(25) **Graduate** – An individual who has successfully completed the 270 hours of education, 300 hour practicum, and 4,000 hours of supervised work experience required to become a licensed chemical dependency counselor in the state of Texas but has neither received a license nor failed the examination the maximum number of times allowed by law.

(26) **HIV** – Human Immunodeficiency Virus infection.

(27) **Individual service day** – A day on which a specific client receives services.

(28) **Intake** – The administrative process for gathering information about a prospective client and giving prospective client information about the facility and its treatment and services.

(29) **Licensed chemical dependency counselor** – A counselor licensed by the Texas Commission on Alcohol and Drug Abuse.

(30) **Licensed health professional** – A physician, physician assistant, advanced practice nurse, registered nurse, or licensed vocational nurse authorized to practice in the state of Texas.

(31) **Life skills training** – A formalized program of training, based upon a written curriculum and provided by qualified staff, designed to help clients with communication and social interaction, stress management, problem solving, decision making, and management of daily

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responsibilities.

(32) **Mechanical restraint** – Use of a physical device to control or restrict a person's physical movement or actions.

(33) **Medical emergency** – A medical condition with acute symptoms of sufficient severity that a prudent layperson could reasonably expect the absence of immediate medical attention to result in death or serious harm.

(34) **Medication error** – Medication not given according to the written order by the prescribing professional or as recommended on the medication label. Medication errors include duplicate doses, missed doses, and doses of the wrong amount or drug.

(35) **Motivational interviewing** – A therapeutic style intended to help counselors work with clients to address their ambivalence and enhance motivation for positive change. Motivational interviewing is described in "Enhancing Motivation for Change in Substance Abuse Treatment" (Treatment Improvement Protocol 35), published by the Center for Substance Abuse Treatment.

(36) **Neglect** – A negligent act or omission by an employee, volunteer, or other individual working under the auspices of a facility that causes or may cause death or substantial emotional harm or physical injury to a client. Examples of neglect include, but are not limited to:

- (A) failure to provide adequate nutrition, clothing, or health care;
- (B) failure to provide a safe environment free from abuse;
- (C) failure to maintain adequate numbers of appropriately trained staff;
- (D) failure to establish or carry out an appropriate individualized treatment plan; and
- (E) Any other act or omission classified as neglect by the Texas Family Code, §261.001.

(37) **On duty** – Present on the site to perform job duties.

(38) **Person** – An individual, firm, partnership, corporation, association, or other business or professional entity.

(39) **Personal restraint** – Physical contact to control or restrict a person's physical movement or actions.

(40) **Personnel** – Members of the governing body, employees, contract providers, consultants, agents, representatives, volunteers, and other individuals working on behalf of the facility through a formal or informal agreement.

(41) **Private practice** – Unless otherwise defined by a licensing board, an individual's professional counseling practice in which the individual:

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- (A) provides all treatment services personally;
- (B) does not report to a supervisor or utilize subordinate counseling staff; and
- (C) Is a licensed chemical dependency counselor or exempt from licensure?

(42) **Program** – A specific level of chemical dependency treatment delivered to a specific client population at a specific location.

(43) **Psychiatric emergency** – A condition that requires immediate intervention and/or medical attention to prevent an individual from presenting an immediate danger to self or others, or which causes the individual to be incapable of controlling, knowing, or understanding the consequences of his or her actions.

(44) **Qualified credentialed counselor (QCC)** – A licensed chemical dependency counselor or one of the professionals listed below who is licensed and in good standing in the state of Texas and has at least 1,000 hours of documented experience working with people who have substance use disorders:

- (A) licensed professional counselor (LPC);
- (B) licensed master social worker (LMSW);
- (C) licensed marriage and family therapist (LMFT);
- (D) licensed psychologist;
- (E) licensed physician;
- (F) registered nurse (RN) holding the credential of certified addictions registered nurse (CARN); and
- (G) Advanced practice nurse recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with a specialty in psyche-mental health (APN-P/MH).

(45) **Qualified mental health professional** – A qualified mental health professional as defined in the Texas Administrative Code, Part 2, Chapter 401, Subchapter J.

(46) **Refer** – Identify appropriate services and provide information and assistance needed to access them.

(47) **Residential site** – A site owned, leased, or operated by the facility where clients who are receiving chemical dependency treatment or aftercare stay in a supervised 24-hour living environment.

(48) **Retaliate** – Adverse actions taken to punish or discourage a person who reports a violation

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or cooperates with an investigation, inspection, or proceeding. Such actions include, but are not limited to, suspension or termination of employment, demotion, discharge, transfer, discipline, restriction of privileges, harassment, and discrimination.

(49) **Screening** – The process by which a client is determined appropriate and eligible for admission to a particular program and through which the counselor, client, and available significant others determine the most appropriate initial course of action, given the client's needs and characteristics and the available resources within the community.

(50) **Seclusion** – Isolating a client in a room from which exit is prevented.

(51) **Sexual exploitation** – A pattern, practice, or scheme of conduct that can reasonably be construed as being for the purposes of sexual arousal or gratification or sexual abuse of any person. It may include sexual contact, a request for sexual contact, or a representation that sexual contact or exploitation is consistent with or part of treatment.

(52) **Signature** – Authentication of a record that meets the criteria established in §148.11 of this title (relating to General Documentation Requirements).

(53) **Staff** – Individuals working for the facility in exchange for money or other compensation.

(54) **Unethical conduct** – Conduct prohibited by the ethical standards adopted by state or national professional organizations or by rules established by a profession's state licensing agency.

(55) **Unprofessional conduct** – An act or omission that violates commonly accepted standards of behavior for individuals or organizations.

B. Licensure Information

§148.11. Purpose.

The purpose of these rules is to protect the health, safety, and welfare of chemically dependent **clients** and to ensure they receive adequate and appropriate treatment.

§148.21. License Required.

(a) A **facility** providing **chemical dependency treatment** in Texas shall have a license issued by the **commission** unless it is:

- (1) a facility maintained or operated by the federal government or its agencies;
- (2) a facility directly operated by the state of Texas;
- (3) a chemical dependency treatment program approved by the Texas Department of Health

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within a licensed general hospital, specialty hospital or private psychiatric facility;

- (4) a pharmacotherapy program licensed by the Texas Department of Health;
- (5) an educational program for intoxicated drivers;
- (6) an individual who personally provides support services to chemically dependent persons but does not offer or purport to offer a chemical dependency treatment program;
- (7) the private practice of a licensed health care practitioner or licensed chemical dependency counselor who personally renders individual or group services within the scope of the practitioner's license and in the practitioner's individual office;
- (8) a religious organization registered under Chapter 145 of this title (relating to Faith-Based Chemical Dependency Treatment Programs); or
- (9) a 12-step or similar self-help chemical dependency recovery program:
 - (A) that does not offer or purport to offer a chemical dependency treatment program;
 - (B) that does not charge program participants; and
 - (C) In which program participants may maintain anonymity.
- (b) Facilities providing chemical dependency treatment for **clients** who are diagnosed with both a substance use disorder and a mental health disorder shall be licensed by the commission unless exempt under paragraph (a) of this section.
- (c) The facility shall have written approval for each **residential site** it operates.
- (d) A license is not transferable to a separate legal entity.

§148.22. Variances.

- (a) The **commission's** executive director or designee may grant a temporary variance to a **facility** or group of facilities.
- (b) To be eligible for a variance, a facility shall show:
 - (1) an alternative method is used to meet the intent of the rule; and
 - (2) The variance will not jeopardize the health, safety, or welfare of clients or compromise client treatment.
- (c) The commission's executive director or designee will determine if an alternative is equivalent to the written rule and when it will be accepted during licensure reviews.

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- (d) A variance cannot be granted for a statutory requirement.

§148.23. New Licensure Application.

- (a) An applicant for initial licensure shall submit a complete licensure application with an application fee.
- (b) Within 45 days of receipt of the application, the **commission** shall notify the applicant that the application is complete or specify the additional information required.
- (c) The applicant shall submit all requested materials and correct any deficiencies identified by the commission within the specified time frames.
- (d) If an on-site inspection is necessary, the commission will conduct the inspection within 45 days of receiving a satisfactory version of requested materials. The commission will notify the provider of any deficiencies identified during an on-site inspection within 30 days, and the provider shall provide evidence of sufficient corrective action within the timeframe specified in the inspection report.
- (e) The commission will issue the license within 45 days of receiving all required evidence of compliance and all required fees.
- (f) If an applicant fails to provide evidence of compliance within six months from the date the application is received, the application will be denied. Six months after the date of denial, the applicant may reapply by submitting a new application and application fee.
- (g) The applicant shall not provide **chemical dependency treatment** services before receiving written notice of licensure approval.
- (h) The facility shall display the licensure certificate prominently at the headquarters location and each approved **residential site**.

§148.24. Licensure Renewal.

- (a) A license issued by the **commission** expires at the end of two years.
- (b) The licensee shall file an application update and pay the renewal fee before the license expires. Notice of less than 60 days may delay approval.
- (c) The **facility** shall not provide services after the license expiration date unless it has submitted the application update and fee by the date of expiration.

§148.25. Changes in Status.

- (a) A **facility** shall submit the appropriate application and fees and receive written approval before adding a new Level I service, adding a new **residential site**, moving to a new

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residential location, or increasing the number of beds in a residential program.

- (b) If the facility fails to provide evidence of compliance within six months from the date the application for a change in status is received, the application will be denied. Six months after the date of denial, the facility may reapply by submitting a new application and application fee.
- (c) The facility shall notify the **commission** in writing of each location where outpatient services will be provided and shall not provide services at a new outpatient location until it has received written acknowledgement that the commission has received the notice.
- (d) The provider shall also notify the commission's licensure department in writing before:
 - (1) adding a new Level II, III, or IV service;
 - (2) providing services to a new age group or gender;
 - (3) changing the organization's name; or
 - (4) Increasing the number of outpatient slots.
- (e) The provider shall notify the commission in writing within 30 days if it:
 - (1) closes a residential site or outpatient location;
 - (2) decreases the number of residential beds or outpatient slots; or
 - (3) Discontinues a level of service.

§148.26. Closure.

The **facility** shall notify the **commission's** licensure department in writing within 30 days when it closes a **chemical dependency treatment program**. The facility shall ensure that all clients are appropriately **discharged** or transferred before the program closes and make appropriate arrangements for properly maintaining client records in compliance with confidentiality regulations.

§148.27. Licensure Review.

The **commission** may conduct a scheduled or unannounced inspection or request materials for review at any time. The **facility** shall allow commission staff to access the facility's grounds, buildings, and records and to interview or survey members of the governing body, **staff**, and **clients**. The facility shall make all property, records, and documents related to the licensure application available for examination, copy, or reproduction during normal business hours, on or off premises.

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§148.28. Licensure Fees.

- (a) A **facility** shall pay the full licensure fee for any licensure period during which it provides **chemical dependency treatment**. Failure to notify the **commission's** licensure department of closure does not excuse a licensee from paying fees.
- (b) Fees shall be paid in full by commercial or agency check, cashier's check, or money order.
- (c) The schedule for licensure fees is:
 - (1) application fee - \$100;
 - (2) base fee - \$1000;
 - (3) fee per **residential site** - \$100;
 - (4) fee per bed - \$30;
 - (5) Maximum fee per facility (excluding application fees) - \$4,000.
- (d) A \$25 fee is charged for a printed list of licensed facilities, a set of mailing labels for licensed facilities, or a replacement certificate.
- (e) Licensure fees are not refundable.

§148.31. Action Against a License.

- (a) The **commission** shall take action against a **facility** if an applicant, licensee, owner, member of the governing body, administrator, or clinical **staff** member of the facility:
 - (1) has a documented history of client **abuse** or **neglect**;
 - (2) violates any provision of the Texas Health and Safety Code, Chapter 464, or any other applicable statute, or a commission rule; or
 - (3) Owes the commission money.
- (b) Action taken may include:
 - (1) suspending or revoking a license;
 - (2) refusing to renew a license;
 - (3) placing a facility on probation when the facility's license has been suspended;
 - (4) imposing an administrative penalty; and

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- (5) Issuing a reprimand.
- (c) The commission will determine the length of probation or suspension. The commission may hold a hearing at any time and revoke probation or suspension.
- (d) Surrender or expiration of a license does not interrupt an investigation or action taken against a license. The facility is not eligible to regain the license until all outstanding investigations, disciplinary proceedings, or hearings are resolved.
- (e) A facility whose license has been revoked is not eligible to apply for licensure until two years have passed since the date of revocation.
- (f) A facility whose license has been revoked or a facility who surrendered its license after an administrative hearing to revoke the license has been noticed is not eligible to receive a faith-based exemption under Chapter 145 of this title (relating to Faith-Based Chemical Dependency Treatment Programs) until two years have passed since the date of revocation or surrender.

C. Facility Management

§148.101. Facility Organization

- (a) Governing body. The **facility** shall have a governing body with legal authority to operate in the state of Texas. If the organization is governed by a board of directors, the board shall meet at least quarterly and maintain minutes for each meeting.
- (b) Organizational structure. The facility shall maintain current documentation of the organization's staffing structure, including lines of supervision and the number of full time equivalent **staff** members for each position.
- (c) Job descriptions. The facility shall have a current job description for each position that specifies job duties and minimum qualifications.

§148.102. Policies, Procedures, and Licensure Rules.

- (a) The **facility** shall adopt and implement written policies and procedures specified in this section. The policies and procedures shall contain sufficient detail to ensure compliance with the referenced **commission** rules.
- (b) All **programs** shall have policies and/or procedures related to the following rules:
 - (1) §148.103 of this title (relating to Standards of Conduct);
 - (2) §148.112 of this title (relating to Client Records);

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- (3) §148.113 of this title (relating to Significant Incident Reports);
 - (4) §148.115 of this title (relating to Client Transportation);
 - (5) §148.302 of this title (relating to Client Grievances);
 - (6) §148.303 of this title (relating to Client Abuse, Neglect, and Exploitation); and
 - (7) §148.313 of this title (relating to Restraint and Seclusion).
- (c) Residential programs shall also have procedures related to the following rules:
- (1) §148.315 of this title (relating to Responding to Emergencies);
 - (2) §148.316 of this title (relating to Searches);
 - (3) §148.411 of this title (relating to Additional Requirements for Adolescent Programs), subsection (k), if applicable;
 - (4) §148.501 through 148.504 of this title (relating to Medication); and
 - (5) §148.603 of this title (relating to Emergency Evacuation).
- (d) The policy and procedure manual shall be current, in compliance with current licensure rules, individualized to the program, and easily accessible to all **staff** at all times.

§148.103. Standards of Conduct.

- (a) The **facility** and all of its **personnel** shall protect **clients'** rights and provide adequate and appropriate treatment.
- (b) Neither the facility nor any of its personnel shall:
- (1) provide services while under the influence of alcohol or illegal drugs;
 - (2) commit an illegal, **unprofessional or unethical act** (including client **abuse, neglect, or exploitation**);
 - (3) assist or knowingly allow another person to commit an illegal, unprofessional, or unethical act;
 - (4) knowingly provide false or misleading information;
 - (5) falsify, alter, destroy or omit significant information from required reports and records or interfere with their preservation;

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- (6) **retaliate** against anyone who reports a violation or cooperates during a review, inspection, investigation, hearing, or other related activity; or
- (7) Interfere with **commission** reviews, inspections, investigations, hearings, or related activities. This includes taking action to discourage or prevent someone else from cooperating with the activity.
- (c) Any person associated with the facility that receives an allegation or has reason to suspect that a person associated with the facility has been, is, or will be engaged in illegal, unethical or unprofessional conduct shall immediately inform the commission's investigations division and the facility's chief executive officer or designee. If the allegation involves the chief executive officer, it shall be reported to the commission and the facility's governing body.
- (d) Neither the facility nor any of its personnel shall enter into a personal or business relationship with a person who receives services from the facility until at least two years after the service recipient's **discharge**.
- (e) The facility and its personnel shall comply with Chapter 164 of the Texas Health and Safety Code (relating to Treatment Facilities Marketing and Admission Practices).
- (f) The facility shall have written policies on staff conducts that comply with this section.

§148.105. General Environment.

- (a) The **facility** shall comply with the Americans with Disabilities Act. The facility shall maintain documentation that it has conducted a self-inspection to evaluate compliance and implemented a corrective action plan within reasonable time frames to address identified deficiencies.
- (b) The facility shall provide a safe, clean, and well-maintained environment.
- (c) The facility shall have adequate space, furniture, and supplies.
- (d) The facility shall have private space for confidential interactions.
- (e) The facility shall prohibit smoking inside facility buildings and vehicles and during structured program activities. Staff shall not provide or facilitate client access to tobacco products.
- (f) The facility shall prohibit firearms and other weapons, alcohol, illegal drugs, illegal activities, and violence on the program site.

§148.106. Required Postings.

- (a) The **facility** shall post a legible copy of the following documents in a prominent public location that is readily available to **clients**, visitors, and **staff**:

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- (1) the Client Bill of Rights;
 - (2) the **commission's** current poster on reporting complaints and violations; and
 - (3) The client grievance procedure.
- (b) These documents shall be displayed in English and in a second language at every location where services are provided.

§148.111. General Documentation Requirements.

- (a) The **facility** shall keep complete, current documentation.
- (b) All documents shall be factual and accurate.
- (c) All documents and entries shall be dated and authenticated by the person responsible for the content.
 - (1) Authentication of paper records shall be an original signature that includes at least the first initial, last name and required credentials. Initials may be used if the client record includes a document that identifies all individuals initialing entries, including the full printed name, signature, credentials, and initials.
 - (2) Authentication of electronic records shall be a cryptography-based digital signature.
- (d) Documentation shall be permanent and legible.
- (e) When it is necessary to correct a client record, incident report, or other legal document, the error shall be marked through with a single line, dated, and initialed by the writer.
- (f) Records shall contain only those abbreviations included on the facility's list of approved abbreviations.

§148.112. Client Records

- (a) The **facility** shall establish and maintain a single record for every **client** at the time of **admission**. The content of client records shall be complete, current, and well organized.
- (b) The facility shall protect all client records and other client-identifying information from destruction, loss, tampering, and unauthorized access, use or disclosure.
 - (1) All active client records shall be stored at the facility and inactive records in off-site storage shall be fully protected.
 - (2) Information that identifies applicants shall be protected to the same degree as information

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that identifies clients.

- (3) Electronic client information shall be protected to the same degree as paper records and shall have a reliable backup system.
- (c) The facility shall limit access to the records to **staff** with job duties requiring their use.
- (d) Staff shall keep records locked at all times unless an authorized person is continuously present in the immediate area.
- (e) The facility shall ensure that all client records can be located and retrieved promptly at all times.
- (f) The facility shall comply with federal and state confidentiality laws and regulations, including 42 CFR Part 2 (the federal regulations on the Confidentiality of Alcohol and Drug Abuse Client Records) and Texas Health and Safety Code, Chapter 611 (relating to Mental Health Records). The facility shall also protect the confidentiality of HIV information as required in Texas Health and Safety Code §81.103 (relating to Confidentiality; Criminal Penalty).
- (g) The facility shall not deny clients access to the content of their records except as provided by the Texas Health and Safety Code, §611.0045.
- (h) Client records shall be kept for at least five years. Records of **adolescent** clients shall be kept for at least five years after the client turns 18.
- (i) If client records are microfilmed, scanned, or destroyed, the facility shall take steps to protect confidentiality. The facility shall maintain a record of all client records destroyed on or after September 1, 1999, including the client's name, record number, birth date, and dates of admission and discharge.

§148.113. Significant Incident Reports.

- (a) **Staff** shall complete an incident report for all significant client incidents, including:
 - (1) incidents of actual or suspected **abuse, neglect, exploitation**, or other violation of client rights;
 - (2) accidents and injuries;
 - (3) **medical emergencies**;
 - (4) **psychiatric emergencies**;
 - (5) **medication errors**;
 - (6) illegal or violent behavior;

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- (7) loss of a client record;
 - (8) **personal or mechanical restraint or seclusion**;
 - (9) release of confidential information without client consent;
 - (10) fire or significant disruption of **program** operation (including disruption due to insufficient staffing);
 - (11) death of an active outpatient or residential **client** (on or off the program site); and
 - (12) Clients absent without permission from a residential program.
- (b) The incident report shall be completed within 24 hours and shall provide a detailed description of the event, including the date, time, location, individuals involved, and action taken.
- (c) The person writing the report shall sign it and record the date and time it was completed.
- (d) Incident reports shall be stored in a central file.
- (e) The facility shall have a designated individual responsible for reviewing incident reports. When indicated, the facility shall implement corrective action to prevent similar incidents from occurring.
- (f) Alleged client abuse, neglect, and exploitation shall be reported to the **commission's** investigations division as described in §148.303 of this title (relating to Client Abuse, Neglect, and Exploitation).
- (g) Incidents within the following categories that do not meet the definition of abuse, neglect, or exploitation shall be reported to the commission's investigations division within 72 hours:
- (1) all fires;
 - (2) substantial disruption of program operation;
 - (3) death of an active client (on or off the program site);
 - (4) suicide attempt by an active client (on or off the program site);
 - (5) medical and psychiatric emergencies that result in admission to an inpatient unit of a medical or psychiatric facility;
 - (6) illegal behavior on the program site;
 - (7) violent behavior on the program site that results in injury or a police report; and

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(8) Use of personal or mechanical restraint or seclusion.

(h) The facility shall report all illegal drugs and other contraband found on the facility site to law enforcement authorities.

§148.115. Client Transportation.

The **facility** shall have a written policy on the use of facility vehicles and/or **staff** to transport **clients** and shall ensure that vehicles used to transport clients are maintained and operated safely.

D. Personnel and Staff Development

§148.201. Hiring Practices.

- (a) A **facility** using **counselor interns** shall be registered with the **commission** as a clinical training institution and comply with all applicable requirements.
- (b) The facility shall verify the current status of all required credentials with the credentialing authority by phone or letter.
- (c) The facility shall comply with all applicable laws, including the Texas Civil Practice and Remedies Code §81.003, which relates to employment reference checks.
- (d) The facility shall obtain and assess the results of a statewide criminal background check from the Department of Public Safety on all **staff** within six weeks of the date of hire. The facility shall use the criteria listed in the Texas Occupations Code §53.022 and §53.023, to evaluate criminal history reports and make related employment decisions.
- (e) The facility shall not hire an individual who has not passed a pre-employment drug test that meets criteria established by the commission.
- (f) The facility shall maintain a personnel file for each staff member with documentation demonstrating compliance with this section.

§148.202. Students and Other Volunteers.

- (a) The **facility** shall ensure that students and other volunteers comply with standards of performance and conduct.
- (b) Volunteers shall be appropriate and qualified to perform assigned duties.
- (c) Volunteers shall receive orientation and training appropriate to their qualifications and responsibilities and shall be appropriately supervised by **staff**.

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§148.203. Staff Training.

- (a) Each **staff** person shall complete initial training during the first 30 calendar days of employment. The initial training shall include discussion of licensure rules relating to:
- (1) **client** rights;
 - (2) client grievance procedures;
 - (3) confidentiality of client-identifying information;
 - (4) client **abuse, neglect, and exploitation**;
 - (5) requirements for reporting abuse, neglect, and other serious incidents;
 - (6) standards of conduct; and
 - (7) Emergency and evacuation procedures.
- (b) The **facility** shall provide training in issues relating to abuse, neglect, and exploitation and illegal, **unprofessional, and unethical conduct** to all staff that have any client contact.
- (1) This training shall comply with the interagency memorandum of understanding on abuse training (see §148.205 of this title relating to Training Requirements Relating to Abuse, Neglect, and Unprofessional or Unethical Conduct).
 - (2) Full time staff in residential programs shall receive at least eight hours every year, and full time staff in outpatient programs shall receive at least two hours every year. Hours of training for part time staff may be determined by the facility based on the number of hours worked and the amount of direct client contact.
- (c) All **direct care staff** shall complete four hours of training related to tuberculosis, **HIV**, Hepatitis B and C, and sexually transmitted diseases during the first 90 days of employment.
- (1) The training shall be based on the Texas Commission on Alcohol and Drug Abuse Workplace and Education Guidelines for HIV and Other Communicable Diseases.
 - (2) The facility shall provide all staff with updated information about these diseases every two years.
- (d) All direct care staff in residential programs shall have current certification in CPR within 90 days of hire. **Licensed health professionals** are exempt, and personnel in licensed medical facilities are exempt if emergency resuscitation equipment and trained response teams are available 24 hours a day.

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- (e) All direct care staff in residential programs and in Level I, II and III outpatient programs shall have at least four hours of face-to-face training in nonviolent crisis intervention during the first 90 days of employment.
 - (1) The instructor shall have successfully completed a course for crisis intervention instructors or have equivalent training and experience.
 - (2) The training shall teach staff how to use verbal and other non-physical methods for prevention, early intervention, and crisis management.
- (f) All direct care staff working in programs that use restraint or **seclusion** shall have face-to-face training and competency in the safe methods of the specific procedures used within 90 days of hire. This includes all direct care staff working in **adolescent** residential programs, ~~detoxification programs~~, and programs that accept emergency detentions. The training shall last approximately four hours and shall include hands-on practice under the supervision of a qualified instructor.
- (g) Each staff member who conducts **intakes** or screens applicants for admission shall complete eight hours of training in the program's intake and **screening** procedures annually.
 - (1) The first eight hours shall be completed during the first 90 days of employment and before a staff member conducts intakes or screens applicants for admission.
 - (2) The training shall cover the **DSM-IV** diagnostic criteria for substance-related disorders, and shall also include at least two hours annually on other mental health diagnoses.
- (h) All staff members responsible for supervising clients in self-administration of medication who are not credentialed to administer medication shall complete at least two hours of documented training from a physician, pharmacist, physician assistant, or registered nurse before performing this task. The training is required one time and shall be completed during the first 90 days of employment. It shall include:
 - (1) prescription labels;
 - (2) medical abbreviations;
 - (3) routes of administration;
 - (4) use of drug reference materials;
 - (5) storage, maintenance, handling, and destruction of medication;
 - (6) documentation requirements; and

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(7) Procedures for **medication errors**, adverse reactions, and side effects.

- (i) All counselors this includes supervisors working in adolescent programs shall have or receive at least eight hours of specialized education or training in emotional, mental health and **chemical dependency** problems specific to **adolescents** and appropriate adolescent treatment strategies. This training shall be completed within the first 90 days of employment.
- (j) All direct care staff working in detoxification programs shall complete detoxification training during the first 90 days of employment. The training is required one time only and shall be provided by a physician, physician assistant, **advanced practice nurse**, or registered nurse with at least one year of documented experience in detoxification. It shall include:
 - (1) signs of withdrawal;
 - (2) observation and monitoring procedures;
 - (3) pregnancy-related complications (if the program admits women);
 - (4) complications requiring transfer;
 - (5) appropriate interventions; and
 - (6) frequently-used medications, including purpose, precautions, and side effects.
- (k) The amount and type of training for contract personnel shall be based on the amount of time spent at the facility, degree of client contact, and individual qualifications and responsibilities.
- (l) Unless otherwise specified, video, manual, or computer-based training is acceptable if the supervisor discusses the material with the staff person in a face-to-face session to highlight key issues and answer questions.
- (m) The facility may accept documented training from another organization completed during the year prior to employment if it meets commission requirements.
- (n) The facility shall maintain documentation of all required training for each staff person.

§148.205. Training Requirements Relating to Abuse, Neglect, and Unprofessional or Unethical Conduct.

- (a) Introduction. The **commission** is a party to a joint memorandum of understanding (MOU) with the Texas Department of Health and the Texas Department of Mental Health and Mental Retardation concerning training requirements for identifying **abuse**, **neglect**, and **unprofessional** or **unethical conduct** in health care facilities.
- (b) Memorandum of understanding. The purpose of the MOU is to implement certain

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requirements enacted by Acts 1993, 73rd Legislature, Regular Session, Chapter 573 (Senate Bill 210), which amends Health and Safety Code, Chapter 161, by adding Subchapter K, relating to, "abuse, neglect, and unprofessional or unethical conduct in health care facilities." Section 161.133 requires the Texas Board of Mental Health and Mental Retardation (TXMHMR), the Texas Board of Health (TDH) and the Texas Commission on Alcohol and Drug Abuse (TCADA) to adopt by rule a joint MOU, as set out below, detailing the health facility in service training requirement for identifying patient abuse or neglect and illegal, unprofessional, or unethical conduct by or in the health care facility. In accordance with the referenced legislation, each health care facility is required to annually provide, as a condition of continued licensure, a minimum of eight hours of in service training designed to assist employees and health care professionals associated with the facility in identifying patient abuse or neglect and illegal, unprofessional, or unethical conduct by or in the facility, as such terms are defined in Health and Safety Code, Subchapter K, Chapter 161. Accordingly, TXMHMR, TDH, and TCADA agree as follows.

- (c) Application. If a health care facility provides inpatient mental health, **chemical dependency**, or comprehensive medical rehabilitation services in a separate and distinct unit of the hospital, the requirements of this MOU shall apply to all employees and associated health care professionals who are assigned to, or who provide services on such units.
- (d) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.
 - (1) Health care facility – An inpatient mental health facility, inpatient treatment facility, or hospital that provides comprehensive medical rehabilitation services.
 - (2) Hospital that provides comprehensive medical rehabilitation services – Includes a general hospital and a special hospital.
 - (3) Illegal conduct – Conduct prohibited by law.
 - (4) Inpatient mental health facility – As defined in Texas Health and Safety Code Chapter §571.003, a mental health facility that can provide 24-hour residential and psychiatric services and that is:
 - (A) a facility operated by the TXMHMR;
 - (B) a private mental hospital licensed by the TDH;
 - (C) a community center;
 - (D) a facility operated by a community center or other entity designated by the TXMHMR to provide mental health services;
 - (E) an identifiable part of a general hospital in which diagnosis, treatment, and care for

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persons with mental illness is provided and that is licensed by the TDH; or

(F) A hospital operated by a federal agency.

(5) Inpatient treatment facility – A treatment facility that can provide 24-hour residential and chemical dependency services and that is:

(A) a public or private hospital;

(B) a detoxification facility;

(C) a primary care facility;

(D) an intensive care facility;

(E) a long-term care facility;

(F) a community mental health center;

(G) a recovery center;

(H) a halfway house;

(I) an ambulatory care facility; or

(J) Any other facility that offers or purports to offer **chemical dependency treatment**.

(6) Unethical conduct – Conduct prohibited by the ethical standards adopted by state or national professional organizations for their respective professions or by rules established by the state licensing agency for the respective profession.

(7) Unprofessional conduct – Conduct prohibited under rules adopted by the state licensing agency for the respective profession.

(e) Minimum standards of training program.

(1) The in service training program shall address, at a minimum, the following elements:

(A) Applicable laws and regulations governing patient abuse and neglect, as well as policies and procedures adopted by the governing board of the facility with regard to patient abuse and neglect.

(B) Applicable laws and regulations governing illegal, unprofessional, and unethical conduct, as well as policies and procedures adopted by the governing board of the facility with regard to illegal, unprofessional, and unethical conduct.

(C) Applicable laws and regulations governing patient rights, as well as policies and

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procedures adopted by the governing board of the facility with respect to patient rights.

- (D) Specific types of patient abuse and neglect and how to identify when abuse or neglect is occurring or has occurred.
 - (E) Specific types of illegal, unprofessional, and unethical conduct and how to identify when illegal, unprofessional, or unethical conduct is occurring or has occurred.
 - (F) Requirements and procedures for reporting an incident of patient abuse and neglect, together with the applicable penalties for non-reporting.
 - (G) Requirements and procedures for reporting illegal, unprofessional, and unethical conduct, together with the applicable penalties for non-reporting.
 - (H) The legal protection afforded to employees and associated health care professionals who report patient abuse and neglect and illegal, unprofessional, and unethical conduct.
- (2) In addition, the training program may include training designed to improve patient care or to prevent abuse or neglect and illegal, unprofessional, and unethical conduct from occurring. This additional training may be customized according to the type of tasks performed by the various employees and health care professionals, their amount of direct patient contact, and the likelihood of their being exposed to patient abuse or neglect and illegal, unprofessional, or unethical conduct. Courses related to improving patient care may include things such as the "Prevention and Management of Aggressive Behavior" (PMAB) or other programs designed to deal with aggressive behavior and crisis intervention, some aspects of existing employee orientation courses, and continuing education courses (continuing medical education, continuing nursing education, continuing education unit) related to improving patient care.
- (3) Each full-time employee or associated health care professional shall receive a minimum of eight hours in service training on identifying patient abuse or neglect and illegal, unprofessional, or unethical conduct. The in service training program shall include the topics outlined in paragraph 1 of this section; in addition, the training may include other topics as outlined in paragraph 2 of this section.
- (4) Although each part-time employee or associated health care professional must receive training as outlined in paragraphs 1 and 2 above, the amount and type of training provided to each part-time employee or associated health care professional may be determined based on a number of factors, including, but not limited to:
- (A) the amount of direct contact the employee or associated health care professional has with patients;
 - (B) the amount of time the employee or associated health care professional spends at

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the health care facility (for example, a consultant who is at the hospital 20 hours a week versus a consultant who works at the health care facility once a month).

- (5) An interim training program that does not meet the minimum requirements set forth in subsection (e), paragraph 1, above, is acceptable until June 1, 1994, to allow for development of a training program that meets the minimum standards of this MOU.

(f) Means of reporting compliance with requirements.

- (1) Each facility subject to the in service training requirement shall keep a record of the exact content of training provided.
- (2) Each facility subject to the in service training requirement shall furnish documentation to show that each employee has completed the required training. Documentation shall include:
 - (A) course title;
 - (B) instructor's name;
 - (C) date(s) of course(s);
 - (D) employee or associate health professional's social security number;
 - (E) signature block for employee or associated health care professional to verify that training was received and that he/she is aware of the training objectives; and
 - (F) Length of program presented.
- (3) The health care facility shall keep the records required in paragraphs (1) and (2) above for five years.
- (4) A health care facility that utilized an independent contracting agency that supplies health care professionals and/or contract personnel to serve on a full or part time basis in a health care facility may rely on written representations by the independent contracting agency that such health care professionals and/or contract personnel have received in service training on identifying patient abuse or neglect and illegal, unprofessional or unethical conduct. An independent contracting agency shall meet all other requirements of this MOU and shall supply evidence documenting each healthcare professional's and/or contract personnel's compliance with such requirements.
- (5) Employees and associated health care professionals may fulfill all or some of the training requirement by attending a continuing education program on patient abuse or neglect or illegal, unprofessional, or unethical conduct, provided such program meets the minimum requirements set forth in subsection (e) paragraph (1), above. In addition, briefings regarding the Code of Ethics for the appropriate discipline provided by the discipline head

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or other individual may be used to fulfill a portion of the requirement.

- (6) Each health care facility shall be in compliance with the annual requirement if it can demonstrate that each employee or associated health care professional received the required training over a twelve month period, and that the health care facility provided the required eight hours of in service training over the 12-month period.

(g) Miscellaneous provisions.

- (1) This memorandum of understanding shall be jointly adopted as a rule by the Texas Board of Mental Health and Mental Retardation, the Texas Board of Health, and the Texas Commission on Alcohol and Drug Abuse and shall be effective upon final joint adoption of the rules by the signatory agencies.
- (2) This memorandum may be amended at any time upon the mutual agreement of the agencies and such amendments shall also be made to the jointly adopted rules.

Each agency shall review and modify the memorandum as necessary not later than the last month of each state fiscal year.

E. Client Rights

§148.301. Client Bill of Rights.

(a) The **facility** shall respect and protect **clients'** rights. The Bill of Rights shall include:

- (1) You have the right to a humane environment that provides reasonable protection from harm and appropriate privacy for your personal needs.
- (2) You have the right to be free from **abuse, neglect, and exploitation.**
- (3) You have the right to be treated with dignity and respect.
- (4) You have the right to appropriate treatment in the least restrictive setting available that meets your needs.
- (5) You have the right to be told about the **program's** rules and regulations before you are admitted.
- (6) You have the right to be told before admission:
 - (A) the condition to be treated;
 - (B) the proposed treatment;
 - (C) the risks, benefits, and side effects of all proposed treatment and medication;

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- (D) the probable health and mental health consequences of refusing treatment; and
 - (E) Other treatments that are available and which ones, if any, might be appropriate for you.
- (7) You have the right to accept or refuse treatment after receiving this explanation.
 - (8) If you agree to treatment or medication, you have the right to change your mind at any time (unless specifically restricted by law).
 - (9) You have the right to a treatment plan designed to meet your needs, and you have the right to take part in developing that plan.
 - (10) You have the right to meet with **staff** to review and update the plan on a regular basis.
 - (11) You have the right to refuse to take part in research without affecting your regular care.
 - (12) You have the right not to receive unnecessary or excessive medication.
 - (13) You have the right not to be restrained or placed in a locked room by yourself unless you are a danger to yourself or others.
 - (14) You have the right to have information about you kept private and to be told about the times when the information can be released without your permission.
 - (15) You have the right to communicate with people outside the facility. This includes the right to have visitors, to make telephone calls, and to send and receive sealed mail. This right may be restricted on an individual basis by your doctor or the person in charge of the program if it is necessary for your treatment or for security, but even then you may contact an attorney or the Texas Commission on Alcohol and Drug Abuse at any reasonable time.
 - (16) You have the right to be told in advance of all estimated charges and any limitations on the length of services that the facility is aware of.
 - (17) You have the right to receive an explanation of your treatment or your rights if you have questions while you are in treatment.
 - (18) If you consented to treatment, you have the right to leave the facility within four hours of requesting release unless a physician determines that you pose a threat of harm to yourself and others.
 - (19) You have the right to make a complaint and receive a fair response from the facility within a reasonable amount of time.
 - (20) You have the right to complain directly to the Texas Commission on Alcohol and Drug

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Abuse at any reasonable time.

- (21) You have the right to get a copy of these rights before you are admitted, including the address and phone number of the Texas Commission on Alcohol and Drug Abuse.
- (22) You have the right to have your rights explained to you in simple terms, in a way you can understand, within 24 hours of being admitted.
- (b) If a client's right to free communication is restricted under the provisions of paragraph (15) of this section, the physician or program director shall document the clinical reasons for the restriction and the duration of the restriction in the client record. The physician or program director shall also inform the client, and, if appropriate, the client's **consenter** of the clinical reasons for the restriction and the duration of the restriction.

§148.302. Client Grievances.

- (a) The **facility** shall have a written **client** grievance procedure.
- (b) Staff shall give each client and **consenter** a copy of the grievance procedure within 24 hours of admission and explain it in clear, simple terms that the client understands.
- (c) The grievance procedure shall tell clients that they can:
 - (1) file a grievance about any violation of client rights or **commission** rules;
 - (2) submit a grievance in writing and get help writing it if they are unable to read or write;
 - (3) Request writing materials, postage, and access to a telephone for the purpose of filing a grievance.
- (d) The procedure shall also inform clients that they can submit a complaint directly to the commission at any time and include the current mailing address and toll-free telephone number of the commission's investigations division.
- (e) The facility shall have a written procedure for **staff** to follow when responding to client grievances. The facility shall:
 - (1) evaluate the grievance thoroughly and objectively, obtaining additional information as needed;
 - (2) provide a written response to the client within seven calendar days of receiving the grievance;
 - (3) take action to resolve all grievances promptly and fairly; and

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(4) Document all grievances, including the final disposition, and keep the documentation in a central file.

(f) The facility shall not:

- (1) discourage, intimidate, harass, or seek retribution against clients who try to exercise their rights or file a grievance; or
- (2) Restrict, discourage, or interfere with client communication with an attorney or with the commission for the purposes of filing a grievance.

§148.303. Client Abuse, Neglect, and Exploitation.

- (a) Any person who receives an allegation or has reason to suspect that a **client** has been, is, or will be **abused, neglected, or exploited** by any person shall immediately inform the **commission's** investigations division and the **facility's** chief executive officer or designee. If the allegation involves the chief executive officer, it shall be reported to the commission's investigations division and the facility's governing body.
- (1) The person shall also report allegations of **child abuse or neglect** to the Texas Department of Protective and Regulatory Services as required by the Texas Family Code §261.101.
 - (2) The person shall also report allegations of abuse or neglect of an elderly or disabled individual to the Texas Department of Protective and Regulatory Services as required by the Texas Human Resources Code §48.051.
- (b) If the allegation involves **sexual exploitation**, the chief executive officer shall comply with reporting requirements listed in the Civil Practice and Remedies Code §81.006.
- (c) The chief executive officer shall take immediate action to prevent or stop the abuse, neglect, or exploitation and provide appropriate care and treatment.
- (d) The chief executive officer or designee shall ensure that a verbal report has been or is made to the commission's investigations division as required in subsection (a) of this section.
- (e) The person who reported the incident shall submit a written incident report to the chief executive officer within 24 hours.
- (f) The chief executive officer shall send a written report to the commission's investigations division within two working days after receiving notification of the incident. This report shall include:
- (1) the name of the client and the person the allegations are against;

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- (2) the information required in the incident report or a copy of the incident report;
- (3) Other individuals, organizations, and law enforcement notified.
- (g) The chief executive officer or designee shall also notify the legal **consenter**. If the client is the legal consenter, family members and significant others may be notified only if the client gives written consent.
- (h) The facility shall investigate the complaint and take appropriate action unless otherwise directed by the commission's investigations division. The investigation and the results shall be documented.
- (i) The facility shall take action needed to prevent any confirmed incident from recurring.
- (j) The facility shall:
 - (1) document all investigations and resulting actions and keep the documentation in a central file;
 - (2) have a written policy that clearly prohibits the abuse, neglect, and exploitation of clients;
 - (3) Enforce the policy and provide appropriate sanctions for confirmed violations.

§148.311. Program Rules.

- (a) The **facility** shall establish appropriate written rules to protect the health, safety, and welfare of all **clients**.
- (b) The consequences for violating **program** rules shall be defined in writing and shall include clear identification of violations that may result in **discharge**. The consequences shall be reasonable, appropriate and shall not include:
 - (1) physical discipline or measures involving the use of food, water, sleep, or bathroom privileges; or
 - (2) Discipline that is authorized, supervised, or carried out by clients.
- (c) Every client shall be informed verbally and in writing of the program rules and consequences for violating the rules at the time of **admission**.
- (d) The facility shall enforce the rules fairly and objectively and shall not implement consequences for the convenience of **staff**.

§148.312. Client Labor.

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- (a) The **facility** shall not hire **clients** to fill **staff** positions. Former clients are not eligible for employment at the facility until at least two years after documented **discharge** from active treatment from the facility.
- (b) Clients may be required or allowed to work for the facility only when the following conditions are met.
 - (1) Work responsibilities (and compensation, if applicable) are defined in writing.
 - (2) Staff explains mandatory work requirements before admission.
 - (3) The client gives voluntary written consent to the work.
 - (4) Work does not interfere or conflict with treatment.
 - (5) Work does not endanger client safety or well-being.
 - (6) Work does not involve access to client records.
 - (7) Work arrangements do not violate client confidentiality.
 - (8) The facility provides appropriate equipment, supplies, instruction, and assistance.
- (c) The facility shall not require clients to participate in any fund raising or publicity for the facility.
- (d) The facility and its staff members shall not enter into a business relationship with any client, give a personal gift to a client, or accept a personal gift of value from a client until at least two years after documented discharge.

§148.313. Restraint and Seclusion.

- (a) The governing body shall adopt a policy to either authorize or prohibit the use of **personal restraint, mechanical restraint, and seclusion**. All **adolescent** residential programs and programs accepting emergency detentions shall authorize use of personal restraint. Any facility authorizing use of restraint or seclusion shall have a written procedure that ensures compliance with this section.
- (b) In programs authorizing use of restraint or seclusion, **direct care staff** shall be trained as described in §148.203 of this title (relating to Staff Training).
- (c) Staff shall not use restraint or seclusion unless a **client's** behavior endangers the client or others and less restrictive methods have been tried and failed.
- (d) Staff shall not use more force than is reasonable and necessary to prevent imminent harm and shall ensure the safety, well-being, and dignity of clients who are restrained or secluded,

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including attention for personal needs.

- (e) Staff shall obtain authorization from the supervising **qualified credentialed counselor** before starting restraint or seclusion or as soon as possible after implementation.
 - (1) The facility shall not use standing authorizations for restraint or seclusion.
 - (2) Authorization for mechanical restraint or seclusion shall be based on a face-to-face evaluation.
 - (3) Each authorization shall include a specific time limit, not to exceed 12 hours.
- (f) When the client has been safely restrained or secluded, staff shall tell the client what behavior and timeframes are required for release and shall release the client as soon as the criteria are met.
- (g) Clinical staff shall review and document alternative strategies for dealing with behaviors necessitating the use of restraint or seclusion two or more times in any 30-day period.
- (h) The chief executive officer or designee shall review all incident reports involving restraint or seclusion and take action to address unwarranted use of these measures.
- (i) A client held in restraint shall be under continuous direct observation. The facility shall ensure adequate circulation during mechanical restraint and shall only use devices designed for therapeutic restraint.
- (j) Seclusion rooms shall be set up to prevent clients from harming themselves and shall allow staff to observe clients easily in all parts of the room. When a client is in seclusion, staff shall conduct a visual check every 15 minutes.
- (k) The facility shall have a written procedure that ensures compliance with this section.
- (l) Staff shall record the following information in the client record within 24 hours:
 - (1) the circumstances leading to the client's loss of control;
 - (2) the specific behavior necessitating the restraint or seclusion and the behavior required for release;
 - (3) less restrictive interventions that were tried before restraint or seclusion began;
 - (4) the signed authorization of the supervising qualified credentialed counselor;
 - (5) the names of the staff members who implemented the restraint or seclusion;
 - (6) the date and time the procedure began and ended;

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- (7) the behavior and timeframes required for release;
- (8) the client's response;
- (9) observations made, including the 15 minute checks; and
- (10) Attention given for personal needs.

§148.315. Responding to Emergencies.

- (a) The **facility** shall ensure that **staff** has the training and resources necessary to protect the health and safety of **clients** and other individuals during **medical and psychiatric emergencies**.
- (b) The facility shall have written procedures for responding to medical and psychiatric emergencies.
- (c) Emergency numbers shall be posted by all phones.
- (d) The facility shall have adequate first aid supplies that are visible or well labeled and easy to access at all times.

§148.316. Searches

- (a) All residential **facilities** shall adopt a written policy on **client** searches. Client searches include personal searches and searches of a client's property or sleeping quarters. If client searches are allowed, the facility shall adopt a written search procedure that ensures the protection of client rights.
- (b) Client searches may only be conducted to protect the health, safety, and welfare of clients, including detection of drugs and weapons.
- (c) Searches shall be conducted in a professional manner that maintains respect and dignity for the client. The facility shall not conduct a directly observed strip search of any client.
- (d) A witness shall be present during all client searches.
- (e) **Staff** and witnesses involved in a personal search shall be the same gender as the client.
- (f) All client searches shall be documented in the client record, including the reason for the search, the result of the search, and the **signatures** of the individual conducting the search and the witness.

F. Program Services

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§148.401. Requirements Applicable to All Programs (Residential and Outpatient)

- (a) The **facility** shall, to the greatest extent possible, provide **clients** access to a full continuum of care within the facility or establish agreements with other service providers to give clients access to treatment settings and levels it does not provide.
- (b) The level of care received by clients shall be modified as needed during the course of treatment to meet individual client needs.
- (c) The facility shall provide the minimum services required for each licensed level of care.
 - (1) Level I shall provide medication and nursing care to manage the client's withdrawal symptoms. The program shall also provide **motivational interviewing** and **brief interventions and therapies** to enhance the client's understanding of addiction, address immediate needs, motivate the client to participate in on-going treatment, and prepare the client for **discharge** or transfer. The number of hours and content of the services for each client shall be based on the individual's condition and needs identified during assessment.
 - (2) Level II shall provide an average of at least 20 hours of treatment services per week for each client, comprised of at least three hours of **chemical dependency counseling** (including at least one hour of individual counseling) and 17 hours of additional counseling, **chemical dependency education**, and/or **life skills training**.
 - (3) Level III shall provide an average of at least ten hours of treatment services per week for each client, comprised of at least two hours of chemical dependency counseling (including at least one hour of individual counseling every other week) and eight hours of additional counseling, chemical dependency education, and/or life skills training.
 - (4) Level IV shall provide an average of at least two hours of counseling per week including at least one hour of individual counseling per month. Additional hours of service, if provided, may include counseling, education, and/or life skills training.
- (d) Group size shall be limited to a number that allows effective interaction between the group and **counselor** and among group members.
 - (1) Group counseling sessions are limited to a maximum of 16 clients.
 - (2) Group education and life skills training sessions are limited to a maximum of 35 clients. This limit does not apply to multi-family educational groups, seminars, outside speakers, or other events designed for a large audience.
- (e) Chemical dependency education and life skills training shall follow a written curriculum. All educational sessions shall include client participation and discussion of the material presented and how it relates to the clients' individual treatment goals.

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- (f) The **program** shall provide education about tuberculosis, **HIV**, Hepatitis B and C, and sexually transmitted diseases based on the Texas Commission on Alcohol and Drug Abuse Workplace and Education Guidelines for HIV and Other Communicable Diseases.
- (g) The program shall provide education about the health risks of tobacco products and nicotine addiction and shall encourage abstinence from tobacco products.
- (h) The program shall provide access to screening for tuberculosis and testing for HIV antibody, Hepatitis C, and sexually transmitted diseases.
 - (1) HIV antibody testing shall be carried out by an entity approved by the Texas Department of Health.
 - (2) If a client tests positive, the program shall refer the client to an appropriate health care provider.
- (i) The program shall refer clients to physical health, mental health, and ancillary services if those services are not available through the program and are necessary to meet treatment goals and shall conduct follow-up.
- (j) Individuals shall not be denied admission or discharged from treatment because they are taking prescribed medication.

§148.403. General Staffing Requirements (Residential and Outpatient).

- (a) The **facility** shall maintain an adequate number of qualified **staff** to comply with licensure rules, provide appropriate and individualized treatment, and protect the health, safety, and welfare of **clients**.
- (b) **Direct care staff** shall be awake and on site during all hours of program operation.
- (c) Each program shall set limits on caseload size that ensure effective, individualized treatment. The **program** shall justify the caseload size in writing based on the program design, characteristics and needs of the population served, and any other relevant factors.
- (d) All **personnel** shall receive the training and supervision necessary to ensure compliance with **commission** rules, provision of appropriate and individualized treatment, and protection of client health, safety and welfare.
- (e) Individuals responsible for planning, directing, or supervising Level II, III, and IV treatment shall be **qualified credentialed counselors (QCCs)**. The clinical program director shall have at least two years of post-licensure experience providing **chemical dependency treatment**.
- (f) **Chemical dependency counseling, education, and life skills training** shall be provided by

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counselors or individuals who have the specialized education, expertise, and/or experience needed to teach the material.

- (g) All **counselor interns** shall work under the direct supervision of a qualified credential counselor as required in Chapter 150 of this title (relating to Counselor Licensure).
- (h) Mental health services shall be provided by:
 - (1) a **qualified mental health professional**; or
 - (2) AN LCDC who has received additional training and achieved competence in working with chemically dependent individuals with co-occurring mental health conditions. At a minimum, the training must include 45 education hours in mental health and 2,000 hours of documented work experience under the supervision of a qualified mental health professional.
- (i) **Counselors** shall not provide group or individual counseling focused on trauma, abuse, or sexual issues unless they are licensed and have specialized education/training and supervised experience in the subject. At a minimum, LCDCs providing these services must have 45 education hours and 2,000 hours of documented work experience under the supervision of a qualified mental health professional.
- (j) One or more direct care staff trained in non-violent crisis intervention shall be on duty and on site at all times that the program is in operation. In residential programs, one or more direct care staff certified in CPR shall also be on duty and on site at all times that the program is in operation.
- (k) The facility shall not allow its clients to serve as staff. Former clients shall not be hired until at least two years after **discharge** from active treatment at the facility.

§148.405. Additional Requirements for Level I (Residential or Outpatient Detoxification).

- (a) The **program** shall have a medical director who is a licensed physician. The medical director shall be responsible for **admission**, diagnosis, medication management, and **client** care.
- (b) The medical director shall approve all medical policies, procedures, guidelines, tools, and the medical content of all forms, which shall include:
 - (1) **screening** instruments and procedures;
 - (2) treatment protocol or standing orders for each major drug category; and
 - (3) Emergency procedures.
- (c) In residential programs, **direct care staff** shall be awake and on duty where the clients are located 24 hours a day.

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- (1) During day and evening hours, at least two awake staff shall be on duty for the first 12 clients, with one more person on duty for each additional one to 16 clients.
- (2) At night, at least one awake staff member shall be on duty for the first 12 clients, with one more person on duty for each additional one to 16 clients. Night staff shall conduct and individually document in client records at least three checks while clients are sleeping.
- (d) Residential programs shall have a licensed vocational nurse or registered nurse on duty for at least eight hours every day and a physician on call 24 hours a day.
- (e) In outpatient programs, a licensed vocational nurse or registered nurse shall be on duty during all hours of operation. Clients shall have access to an on-call health care professional with detoxification experience 24 hours a day.
- (f) The program shall ensure continuous access to emergency medical care.
- (g) Direct care staff shall complete training in detoxification as described in §148.203 of this title (relating to Staff Training) and in restraint and/or seclusion as described in §148.313 of this title (relating to Restraint and Seclusion). Training in restraint and seclusion is required only if those procedures are authorized by policy.

§148.406. Additional Requirements for Level II, III, and IV Residential Services.

- (a) In **adult** Level II residential programs, the **direct care staff-to-client** ratio shall be at least 1:16 when clients are awake and 1:32 during sleeping hours.
- (b) In adult Level III and IV residential programs, the direct care staff-to-client ratio shall be at least 1:20 when clients are awake and 1:50 during sleeping hours.
- (c) Direct care staff included in staff-to-client ratios shall not have job duties that prevent ongoing and consistent client supervision.
- (d) The program shall have at least one **counselor** on duty at least eight hours a day, Monday through Saturday.
- (e) The program shall provide planned, structured activities during evenings and weekends in addition to the required treatment services. The minimum number of additional hours is 10 for adults and 15 for **adolescents**.
- (f) Clients in residential programs shall have an opportunity for eight continuous hours of sleep each night. Staff shall conduct and document at least three checks while clients are sleeping.
- (g) Every residential program shall adopt medication procedures so that clients can take medication during treatment.

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- (h) Residential programs shall provide three meals for every client. Meals shall provide a balanced and nutritious diet. Records of menus as served shall be maintained for 30 days after the date of the serving.
 - (1) The program shall provide modified diets to residents who require them as determined by a **licensed health professional**. Special diets shall be prepared in consultation with a licensed dietitian.
 - (2) All food shall be selected, stored, prepared, and served in a safe, healthy manner.
 - (3) When meals are provided by a contracted food service, a written contract shall require the food service to pass an annual kitchen health inspection by the local health authority or the Texas Department of Health.
- (i) Residential programs shall ensure clients have access to appropriate physical and mental health services.

§148.411. Additional Requirements for Adolescent Programs (Residential and Outpatient).

- (a) The **facility** shall maintain separation between **adults** and **adolescents** except during family-based treatment activities. Residential facilities shall have separate sleeping areas, bedrooms, and bathrooms for adults and adolescents and for males and females.
- (b) Residential and Level II outpatient programs shall provide access to education approved by the Texas Education Agency within three school days of admission when treatment is expected to last more than 14 days.
- (c) The **program's** treatment services, lectures, and written materials shall be age-appropriate and easily understood by **clients**.
- (d) The facility shall allow regular communication between an adolescent client and the client's family and shall not arbitrarily restrict any communications without clear individualized clinical justification documented in the client record.
- (e) The facility shall ensure that **staff** who plan, supervise, or provide adolescent treatment have specialized education or training as required in §148.203 of this title (relating to Staff Training). This applies to counselors but not to other direct care staff.
- (f) In residential programs, the **direct care staff**-to-client ratio shall be at least 1:8 during waking hours (including program-sponsored activities away from the facility) and 1:16 during sleeping hours. In Level II outpatient programs, the direct care staff-to-client ratio shall be at least 1:8.
- (g) Clients shall be under direct supervision at all times.

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- (h) The treatment plan shall address adolescent needs and issues and family relationships.
- (i) The program shall involve the adolescent's family or an alternate support system in the treatment process or document why this is not happening.
- (j) The program shall prohibit adolescent clients from using tobacco products on the program site. Staff and other adults (volunteers, clients, and visitors) shall not use tobacco products in the presence of adolescent clients on site.
- (k) The facility shall have written procedures that staff use when an adolescent leaves a program without permission. As stated in §148.102, this applies only to residential programs.

§148.412. Correctional Facilities.

- (a) **Programs** located in correctional facilities are not required to meet **commission** standards in areas under the control of the correctional facility. Correctional mandates shall take precedence when correctional requirements conflict with commission requirements.
- (b) A correctional facility is an institution operated under the jurisdiction of federal, state or local government used to confine individuals who have been convicted of a crime and sentenced to a period of incarceration. Correctional facilities include prisons, jails, and youth detention centers but exclude community-based organizations serving individuals mandated to treatment by the judicial or correctional system.
- (c) The commission may grant variances to community-based treatment **facilities** that contract with correctional authorities when correctional requirements conflict with commission requirements.

§148.413. Court Commitment Services.

- (a) **Facilities** accepting court commitments shall be licensed to provide the appropriate level of service:
 - (1) emergency detention: Level I or Level II residential services;
 - (2) **adult** inpatient involuntary commitments: Level II or Level III residential services for adults;
 - (3) adult outpatient involuntary commitments: Level II or Level III outpatient services;
 - (4) juvenile inpatient commitments: Level II residential services for **adolescents**;
 - (5) Juvenile outpatient commitments: Level II or Level III outpatient services for adolescents.
- (b) The facility's court commitment program shall comply with the Texas Health and Safety

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Code, Chapter 462.

- (c) The facility shall report unauthorized departures to the referring courts. Verbal report shall be made immediately, with written confirmation within 24 hours.
- (d) The program shall provide the judiciary with sufficient written information about its program design, treatment methods, and admission processes, lengths of stay and continuum of care to assist the judiciary in committing appropriate **clients** to the facility.
- (e) The program shall accept all chemical dependency clients brought to the facility under an emergency detention warrant, order of protective custody, or civil court order for treatment. A formal **screening** and assessment is not required before **admission**.
- (f) A program that accepts emergency detentions shall adopt a written policy authorizing use of restraint and/or seclusion and implement procedures that conform with §148.313 of this title (relating to Restraint and Seclusion).
- (g) The client record shall contain documentation of the conditions and/or behaviors that caused the client's entry into the civil court commitment process.
- (h) The client record shall also contain copies of the legal documents required for civil court commitment as specified by Texas Health and Safety Code, Chapter 462.
- (i) The facility shall provide training for at least two designated **staff** to ensure they understand and comply with court commitment statutes, regulations, and procedures.

§148.421. Screening and Admission Authorization

- (a) Every individual admitted to a Level I treatment **program** shall meet the **DSM-IV** criteria for substance intoxication or withdrawal.
- (b) Every person admitted to a Level II, III, or IV treatment program shall meet the DSM-IV criteria for substance abuse or dependence.
- (c) **Adults** and **adolescents** shall be treated in separate programs.
 - (1) Adolescent programs serve youth 13 to 17 years of age. However, children aged 10 to 12 and young adults aged 18 to 21 may be admitted to an adolescent program when the screening process indicates the individual's needs, experiences, and behavior are similar to those of adolescent clients.
 - (2) Adult programs serve individuals 18 years of age or older. However, adolescents aged 16 or 17 may be admitted to an adult program when they are referred by the adult criminal justice system or when the screening process indicates the individual's needs, experiences, and behavior indicate that the individual's needs, experiences, and behavior are similar to those of adult clients.

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- (3) Every exception to the general age requirements shall be clinically justified and documented and approved in writing by the program director.
- (d) The facility shall use the Texas Department of Insurance criteria to place applicants in the most appropriate level of care accessible to them at the facility or through **referral**. Exceptions shall be clinically justified in writing and approved by the program director.
- (e) A qualified professional shall conduct a face-to-face examination of each applicant to establish the Axis I diagnosis, assess withdrawal potential, and determine the need for treatment and the type of treatment to be provided. The examination shall identify potential mental health problems that warrant further assessment.
 - (1) In programs providing Level I treatment, the examination shall be conducted by a physician, physician assistant, **advanced nurse practitioner**, or registered nurse.
 - (2) In programs providing Level II, III, or IV treatment, a **counselor** shall conduct the examination.
- (f) A qualified professional shall authorize each admission in writing and specify the type of care to be provided. If the examining professional is not qualified to authorize admission, the authorizing professional shall review the results of the examination and meet with the applicant face-to-face before authorizing admission. The authorization shall be documented in the client record and shall contain sufficient documentation to support the diagnosis and the placement decision.
 - (1) All admissions to Level I treatment shall be authorized by a physician, physician assistant, advanced nurse practitioner, or registered nurse. Each admission authorization shall be verified and co-signed by a physician within 72 hours. If the physician determines an admission was not appropriate, the client shall be transferred to an appropriate service provider.
 - (2) In programs providing Level II, III or IV treatment, a **QCC** shall authorize the admission.
- (h) If an individual is not admitted, the program shall refer and assist the applicant to obtain appropriate services.
- (i) When an applicant is denied admission, the facility shall maintain documentation signed by the examining professional who includes the reason for the denial and all referrals made.

§148.422. Intake and Consent to Treatment.

- (a) Before **admission**, a trained **staff** member shall collect and document information about the **client's** financial resources and insurance benefits.
- (b) The facility shall obtain written authorization from the **consenter** before providing any

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treatment or medication. The consent form shall be dated and signed by the client, the consenter, and the staff person providing the information, and shall document that the client and consenter have received and understood the following information:

- (1) the specific condition to be treated;
 - (2) the recommended course of treatment;
 - (3) the expected benefits of the treatment;
 - (4) the probable health and mental health consequences of not consenting;
 - (5) the side effects and risks associated with the treatment; and
 - (6) Any generally accepted alternatives and whether an alternative might be appropriate.
- (c) Before admission, the **facility** shall also provide the client and consenter with the following information in writing:
- (1) the estimated average daily charge, including an explanation of any services that may be billed separately;
 - (2) the qualifications of the staff who will provide the treatment;
 - (3) the name of the primary **counselor**;
 - (4) the Client Bill of Rights as specified in §148.301 of this title (relating to Client Bill of Rights);
 - (5) the client grievance procedure;
 - (6) the **program** rules, including rules about visits, telephone calls, mail, and gifts, as applicable;
 - (7) violations that can lead to disciplinary action or **discharge**;
 - (8) any consequences or searches used to enforce program rules;
 - (9) the facility's services and treatment process; and
 - (10) Opportunities for family or significant others to be involved in treatment.
- (d) This information shall be explained to the client and consenter in simple, non-technical terms within 24 hours of admission. If an emergency or the client's physical or mental condition prevents the explanation from being given within 24 hours, staff shall document the circumstances in the client record and present the explanation as soon as possible. Documentation of the explanation shall be dated and signed by the client, the consenter, and

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the staff person providing the explanation.

- (e) The client record shall include a copy of the Client Bill of Rights dated and signed by the client and consentor.
- (f) If possible, all information shall be provided in the consentor's primary language.

§148.423. Initial Assessment.

- (a) A **counselor** shall conduct and document a comprehensive **assessment** of each **client** admitted to the **facility**. The assessment shall provide comprehensive information about the client's past and present status that provides a thorough understanding of the following areas:
 - (1) presenting problems and circumstances leading to admission;
 - (2) alcohol and other drug use, past and present;
 - (3) past psychiatric and chemical dependency treatment;
 - (4) significant medical history and current health status;
 - (5) family structure;
 - (6) current living situation;
 - (7) relationships with family of origin, nuclear family, and significant others;
 - (8) social history;
 - (9) education and vocational training;
 - (10) employment history and current status;
 - (11) legal history and current legal status;
 - (12) emotional state and behavioral functioning, past and present; and
 - (13) Strengths and weaknesses.
- (b) If the screening identifies a potential mental health problem, the facility shall obtain a mental health assessment and seek appropriate mental health services when resources for mental health assessments and/or services are available internally or through **referral** at no additional cost to the program. These services shall be provided by a facility authorized to provide such services or a qualified professional as described in §148.303(h) of this title

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(relating to General Staffing Requirements (Residential and Outpatient)).

- (c) The assessment shall result in a comprehensive diagnostic impression. The diagnostic impression shall include **DSM-IV** Axes I, IV, and V and may include Axes II and III.
- (d) The assessment shall result in a comprehensive listing of the client's problems and needs.
- (e) The assessment shall be signed by a **QCC** and filed in the client record within three individual service days of admission.
- (f) The program may accept an assessment from an outside source if:
 - (1) it meets the **commission's** criteria;
 - (2) it was completed during the 30 days preceding admission or is received directly from a facility that is transferring the client; and
 - (3) A counselor reviews the information with the client and documents an update.
- (g) For residential clients in Levels II, III, and IV, a **licensed health professional** shall conduct an assessment of the client's physical health status within 96 hours of admission. The facility may accept a health assessment from an outside source completed no more than 30 days before admission or received directly from a transferring facility. If the client has any physical complaints or indications of medical problems, the client shall be referred to a physician, physician assistant, or **advanced nurse practitioner** for a history and physical examination. The examination, if needed, shall be completed within a reasonable time frame and the results filed in the client record.
- (h) Each Level I client shall have a history and physical examination signed by a physician, physician assistant, or advanced nurse practitioner.
 - (1) Residential clients shall have the history and physical examination completed and filed within 24 hours of admission. The program may accept an examination completed during the 24 hours preceding admission if it is approved by the program's physician, physician assistant, or advanced practice nurse.
 - (2) Outpatient clients shall have the history and physical examination completed and available for review by program staff before admission.

§148.424. Treatment Planning and Implementation.

- (a) The **counselor** and **client** shall work together to develop an individualized, written treatment plan that addresses problems and needs identified in the **assessment**. When appropriate, family and/or significant others shall also be involved.
 - (1) When the client needs services not offered by the **facility**, appropriate **referrals** shall be

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made and documented in the client record.

- (2) The client record shall contain justification when identified needs are temporarily deferred or not addressed during treatment.
- (b) The treatment plan shall include goals, objectives, and strategies.
 - (1) Goals shall be based on the client's problems/needs, strengths, and preferences.
 - (2) Objectives shall be individualized, realistic, measurable, time specific, appropriate to the level of treatment, and clearly stated in behavioral terms.
 - (3) Strategies shall describe the type and frequency of the specific services and interventions needed to help the client achieve the identified goals.
- (c) The treatment plan shall include the criteria for discharging or transferring the client to another level of care. The Texas Department of Insurance criteria shall be used as a general guideline for determining when clients are appropriate for transfer or **discharge**, but individualized criteria shall be specifically developed for each client.
- (d) The treatment plan shall include initial plans for discharge. The discharge plans shall be updated as the client progresses through treatment.
- (e) The treatment plan shall identify the client's primary counselor and shall be dated and signed by the client and the counselor. When the counselor is an intern or graduate, a **QCC** shall review and sign the treatment plan.
- (f) The treatment plan shall be completed and filed in the client record with five individual service days of admission.
- (g) The **program** shall implement the treatment plan. The progress notes shall reflect that every goal and objective is addressed regularly or as needed during the course of treatment and shall document when a goal or objective is completed.
- (h) Program staff shall document all treatment services (**counseling, chemical dependency education, and life skills training**) in the client record within 72 hours, including:
 - (1) the date, nature, and duration of the contact;
 - (2) the topic of the session and the goals and/or objectives addressed;
 - (3) the client's response; and
 - (4) The signature and credentials of the person providing the service.
- (i) In addition to the items in subsection (h) of this section, individual and group counseling notes

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shall include:

- (1) clinical observations made during the session, including the client's mental status; and
 - (2) Changes in client circumstances and new issues or needs identified during the session.
- (j) All residential programs and Level II outpatient programs shall write a weekly summary note describing the client's response to treatment over the course of the week. Information documented in other progress notes does not need to be repeated in the weekly summary. The weekly summary shall be completed within 72 hours of the end of the treatment week and shall include:
- (1) significant events and changes in the client's circumstances;
 - (2) clinical observations, including the client's mental status;
 - (3) progress towards specific goals and objectives; and
 - (4) New issues or needs identified.
- (k) The treatment plan shall be evaluated on a regular basis and revised as needed to reflect the ongoing reassessment of the client's problems, needs, and response to treatment.
- (l) The primary counselor shall meet with the client to evaluate the treatment plan at appropriate intervals defined in writing by the program. At a minimum, treatment plans shall be reviewed midway through the projected duration of treatment. The treatment plan shall also be reviewed and revised when there is a significant change in the client's status.
- (m) The treatment plan review shall include:
- (1) an evaluation of the client's progress toward each goal and objective;
 - (2) revision of the goals, objectives and discharge plans as needed; and
 - (3) An assessment of the continued appropriateness of the current treatment level.
- (n) Treatment plan reviews shall be dated and signed by the client, the counselor and the supervising QCC, if applicable.
- (o) When a client is transferred to a new level of care, the client record shall contain:
- (1) clear documentation of the decision signed by a QCC, including the rationale and the effective date; and
 - (2) A revised treatment plan.

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§148.426. Discharges.

- (a) The **program** shall plan all **discharges** with **clients**, **consenters**, and other service providers to provide reasonable protection and continuity of services to the client.
 - (1) When a client is **referred** or transferred to another chemical dependency or mental health service provider for continuing care, the facility shall contact the receiving program before the client is discharged to make arrangements for the transfer.
 - (2) Coordination activities shall be documented in the client record.
 - (3) With proper client consent, the facility shall provide the receiving program with copies of relevant parts of the client's record.
- (b) The program shall involve the client's family or an alternate support system in the discharge planning process when appropriate.
- (c) Discharge planning shall be completed before the client's scheduled discharge.
- (d) A written discharge plan shall be developed to address ongoing client needs, including:
 - (1) individual goals or activities to sustain recovery;
 - (2) referrals; and
 - (3) **Aftercare** services, if applicable.
- (e) The completed discharge plan shall be dated and signed by the counselor, the client, and the consenter (if applicable).
- (f) The program shall give the client and consenter a copy of the plan, and file the original signed plan in the client record.
- (g) The program shall complete a discharge summary for each client within 30 days of discharge. The discharge summary shall be signed by a **QCC** and 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 client's progress towards goals;
 - (5) reason for discharge; and

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(6) Referrals and recommendations, including arrangements for aftercare.

(h) The **facility** shall contact each client no later than 90 days after discharge from the facility and document the individual's current status or the reason the contact was unsuccessful.

G. Medication

§148.501. General Provisions for Medication.

- (a) All **facilities** that provide medication shall implement written procedures for medication storage, administration, documentation, inventory, and disposal.
- (b) Prescription medication shall be used only for therapeutic and medical purposes and shall be administered as prescribed by an appropriately licensed professional.
- (c) Single doses of prescription medication shall be prepared and packaged by a licensed pharmacist or physician.
- (d) The facility shall ensure that staff that provides medication are properly credentialed and trained.
- (e) The program shall have the phone number of a pharmacy and a comprehensive drug reference manual easily accessible to **staff**.

§148.502. Medication Storage.

- (a) Prescription and over-the-counter medications, syringes, and needles shall be kept in locked storage and accessible only to **staff** who are authorized to provide medication.
- (b) **Clients** may keep prescription or over-the-counter medication in their personal possession on site with written authorization from the program director. Staff shall ensure that authorized clients keep medication on their persons or safely stored and inaccessible to other clients.
- (c) The **program** shall store all medications, syringes, and needles in their original containers under appropriate conditions.
- (d) The **facility** shall ensure that stock prescription medications are stored in a licensed pharmacy or physician's office and dispensed by a pharmacist or physician as required by the Texas Occupations Code, Subtitle J.
- (e) The facility shall ensure that prescription medication is in a container labeled by the pharmacy.

§148.503. Medication Inventory and Disposal.

- (a) The **program** shall use an effective system to track and account for all prescription

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medication.

- (b) **Staff** shall inventory and inspect all stored prescription medication at least daily using a centralized medication inventory form.
- (c) The staff member conducting the inventory shall **sign** and date the inventory sheet. When a discrepancy exists between the administration record and the inventory count form, a note explaining the reason for the discrepancy or action taken to reconcile/correct the discrepancy shall be signed by the staff member conducting the inventory and kept with the medication inventory forms.
- (d) Staff shall separate unused and outdated medication immediately and dispose of it within 30 days.
- (e) Methods used for disposal shall prevent medication from being retrieved, salvaged, or used. Two staff members shall witness and document disposal, including amount of medication disposed of and method used.

§148.504. Administration of Medication.

- (a) **Staff** shall provide and discontinue medication exactly as prescribed.
- (b) Prescription medication shall be administered only by nurses and other staff who are legally authorized to administer medication.
- (c) **Clients** may self-administer medication under the supervision of staff who are trained as described in §148.203 of this title (relating to Staff Training).
- (d) Each dose of prescription and over-the-counter medication taken by the client shall be documented in the client's record.
- (e) The medication record shall include:
 - (1) the client's name;
 - (2) drug allergies (or the absence of known allergies);
 - (3) the name and dose of each medication;
 - (4) the frequency and route of each medication;
 - (5) the date and time of each dose; and
 - (6) The **signature** of the staff person who administered or supervised each dose.
- (f) The facility shall document the circumstances and reason for any missed doses.

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- (g) When a client appears to have an adverse reaction to medication, a staff member shall:
- (1) notify the prescribing professional or another physician, dentist, podiatrist, physician assistant or **advanced practice nurse** (preferably the prescribing professional);
 - (2) complete an incident report; and
 - (4) Document the facts in the client record, including the date and time of notification and any other action taken.

H. Residential Physical Plant Requirements

§148.601. General Physical Plant Provisions.

- (a) Physical plant requirements apply only to residential programs.
- (b) The residential **program** shall have a certificate of occupancy from the local authority that reflects the current use by the occupant or documentation that the locality does not issue occupancy certificates.
- (c) The entire **residential site**, including grounds, buildings, electrical and mechanical systems, appliances, equipment, and furniture shall be structurally sound, in good repair, clean, and free from health and safety hazards.
- (d) The water supply shall be of safe, sanitary quality, suitable for use, and adequate in quantity and pressure. The water shall be obtained from a water supply system approved by the Texas Natural Resource Conservation Commission (TNRCC).
- (e) Sewage shall be discharged into a state-approved sewage system or septic system; otherwise, the sewage shall be collected, treated, and disposed of in a manner which is approved by TNRCC.
- (f) Mobile homes, recreational vehicles, and campers shall not be used for **client** sleeping areas.

§148.602. Required Inspections.

The **residential site** shall pass all required inspections and keep a current file of reports and other documentation needed to demonstrate compliance with applicable laws and regulations. The inspections shall be signed, dated, and free of any outstanding corrective actions. The following inspections are required:

- (1) annual inspection by the local certified fire inspector or the state fire marshal;
- (2) annual inspection of the alarm system by the fire marshal or an inspector authorized to install and inspect such systems;

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- (3) quarterly fire alarm system test by facility staff;
- (4) annual kitchen inspection by the local health authority or the Texas Department of Health;
- (5) gas pipe pressure test once every three years by the local gas company or a licensed plumber;
- (6) annual inspection and maintenance of fire extinguishers by personnel licensed or certified to perform those duties; and
- (7) Annual inspection of liquefied petroleum gas systems by an inspector certified by the Texas Railroad Commission.

§148.603. Emergency Evacuation

Every residential **program** shall:

- (1) have emergency evacuation procedures that include provisions for individuals with disabilities;
- (2) hold fire drills on each shift at least quarterly and correct identified problems promptly;
- (3) post exit diagrams conspicuously throughout the program site (except in small one-story buildings where all exits are obvious); and
- (4) Be able to clear the building safely and in a timely manner at all times.

§148.604. Exits.

- (a) Every building shall have at least two well-separated exits on each story.
- (b) Every route of exit shall be free of hazards and obstructions, well lit, and marked clearly with illuminated exit signs at all times.
- (c) Rooms for 50 or more people shall have exit doors that swing out.
- (d) No door may require a key for emergency exit. Locked facilities shall have emergency exit door releases as described in the Life Safety Code and approved by the fire marshal.

§148.605. Space, Furniture and Supplies.

- (a) The **facility** shall have areas for leisure and dining with adequate space for the number of residents.
- (b) Sleeping areas shall have at least:

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- (1) 80 usable square feet per person in single-occupancy rooms; and
- (2) 60 usable square feet per person in multiple-occupancy rooms (or 50 square feet per person if bunk beds are used). Bunk beds shall not be used in Level I programs.
- (c) The facility shall provide adequate personal storage space for each **client**, including space for hanging clothes.
- (d) The **program** shall make at least one phone available to clients.
- (e) Each client shall have a separate bed of solid construction with a mattress. Clean bed linens, towels, and soap shall be available at all times and in quantity sufficient to meet the needs of the residents.
- (f) All clients shall have access to laundry services or properly maintained laundry facilities equivalent to one washer and dryer per 25 clients.

§148.606. Fire Systems.

- (a) A fire detection, alarm, and communication system required for life safety shall be installed, tested, and maintained in accordance with the **facility's** occupancy and capacity classifications.
- (b) Electrical fire alarm systems shall be installed by agents registered with the State Fire Marshal's office. The facility shall maintain a copy of the fire alarm installation certificate.
- (c) Alarms shall be loud enough to be heard above normal noise levels throughout the building.
- (d) Fire extinguishers shall be mounted throughout the facility as required by code and approved by the fire marshal.
 - (1) Each laundry and walk-in mechanical room shall have at least one portable A: B: C extinguisher and each kitchen shall have at least one B: C fire extinguisher.
 - (2) Each extinguisher shall have the required maintenance service tag attached.
- (e) **Staff** shall conduct quarterly inspections of fire extinguishers for proper location, obvious physical damage, and a full charge on the gauge.

§148.607. Other Physical Plant Requirements.

- (a) Occupied parts of the building shall be kept between 65 degrees and 85 degrees Fahrenheit, including kitchens and laundry areas. Cooling and heating shall be provided, as necessary, for resident comfort.
- (b) Portable electric heaters and open-flame heating devices are prohibited. All fuel-burning

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devices shall be vented.

- (c) The **facility** shall be well ventilated through the use of windows, mechanical ventilation, or a combination. Windows used regularly for ventilation shall be screened.
- (d) Bedrooms shall have windows with appropriate coverings for privacy. Bathrooms with windows shall have appropriate coverings for privacy.
- (e) The facility shall have adequate internal and external lighting to provide a safe environment and meet user needs.
- (f) There shall be at least one sink, one tub or shower, and one toilet for every eight residents. All of the fixtures shall be in good working order and have the appropriate drain and drain trap to prevent sewage gas escape back into the facility.
- (g) The facility shall provide an adequate supply of hot water for the number of residents and the **program** schedule.
- (h) Showers and tubs shall have no-slip surfaces and curtains or other safe enclosures.
- (i) Clean drinking water shall be readily available to all residents.
- (j) Food and waste shall be stored, handled, and removed in a way that will not spread disease, cause odors, or provide a breeding place for pests.
- (k) The facility shall be kept free of insects, rodents, and vermin.
- (l) Poisonous, toxic, and flammable materials shall be labeled, stored, and used safely.
- (m) Domestic animals shall be properly vaccinated and managed.

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TDCJ-CJAD Standards for CSCD

§163.40 SUBSTANCE ABUSE TREATMENT STANDARDS

(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Admission - The administrative process and procedure performed to accept an offender into a treatment program or facility.

(2) Assessment - a process using a structured or semi-structured interview to determine the nature and extent of a client's chemical dependency.

(3) Chemical Dependency Counselor - A qualified, credentialed counselor or counselor intern working under direct supervision.

(4) Continuum of Care - A system which provides for the uninterrupted provision of essential services to offenders entering, exiting, and within the system.

(5) Counseling - Face-to-face interactions between offenders and counselors to help offenders identify, understand, and resolve their personal issues and problems related to their substance abuse or chemical dependency. Counseling may take place in groups or in individual meetings.

(6) Counselor Intern - A person pursuing a course of training in chemical dependency counseling at a regionally accredited institution of higher education or a registered clinical training institution who has been designated as a counselor. The activities of a counselor intern shall be performed under the direct supervision of a qualified, credentialed counselor in accordance with rules adopted by the Texas Commission on Alcohol and Drug Abuse.

(7) Detoxification - Chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in an offender's body, manage withdrawal symptoms, and encourage the offender to continue ongoing treatment for chemical dependency.

(8) Direct Care Staff - The staff responsible for providing treatment, care, supervision, or other offender services that involve a significant amount of direct contact. (Clerical support staffs are not considered direct care staff.)

(9) Discharge - The time when an offender leaves a program or facility and will no longer be receiving chemical dependency treatment from that program or facility.

(10) Discharge Summary - A recapitulation of the offender's progress and participation while in either primary, residential, or outpatient treatment.

(11) Education - Educational instruction; a planned, structured presentation of information which is related to substance abuse or chemical dependency.

(11) Emergency - A situation requiring immediate attention and action to treat or prevent physical, emotional, or mental threat, harm, injury, or illness.

(13) Facility - The physical location of the treatment program operated by, for, or with funding from the TDCJ-CJAD. Some locations may be locked facilities for in-patient treatment; other programs may be offered at locations as outpatient treatment.

(14) Grievance - A formal complaint limited to matters affecting the complaining offender personally and limited to matters for which the facility/program has the authority to remedy through the grievance process.

(15) Primary Counselor - An individual working directly with and being responsible for the treatment of the offender.

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(16) Qualified, Credentialed Counselor (QCC) - A licensed chemical dependency counselor (LCDC) or one of the following professionals:

- (A) Licensed professional counselor (LPC);
- (B) Licensed master social worker (LMSW);
- (C) licensed marriage and family therapist (LMFT);
- (D) licensed psychologist;
- (E) Licensed physician (MD or DO);
- (F) Certified addictions registered nurse (CARN);
- (G) Licensed psychological associate; and
- (H) Advance practice nurse recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with specialty in psyche-mental health (APN-P/MH).

(17) Screening Instrument - a written device administered to an offender to determine the possible existence of chemical dependency.

(18) Senior Counselor/Unit Manager/Unit Supervisor - A supervisory staff member who directs, monitors, and oversees the work performance of subordinate staff members.

(19) Special Needs Populations - Offenders who have significant problems in the areas of mental health, diminished intellectual capacity, or medical needs.

(20) Treatment - A planned, structured, and organized program designed to initiate and promote a person's chemical-free status or to maintain the person free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from chemical dependency that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning lost due to chemical dependency.

(21) Use of Force - Graduated levels of use of physical strength or weapons necessary to gain physical compliance and control of an offender whose actions otherwise pose a danger to self or others.

(b) Compliance. Compliance with TDCJ-CJAD substance abuse treatment standards is required of all programs that provide substance abuse treatment and are funded or managed by TDCJ-CJAD. Programs and facilities providing only substance abuse education are not subject to these standards.

(C) Personnel & Staff Development/Accreditation. The employer shall ensure that employees acquire any credentials, licensing, certifications, or continuing education required to perform their duties. Personnel files for employees shall be maintained to display copies of required documents. Staff will be required to have criminal background checks performed annually. Programs that are not clinical training institutions as defined by the Texas Commission on Alcohol and Drug Abuse must inform all non-credentialed staff of this fact

(d) Admissions. There shall be documentation of specific admission criteria and procedures. Offenders are eligible for substance abuse treatment programs:

- (1) If the offender's needs are met by the treatment services provided by the program,
- (2) If a court orders the offender into the program and the subsequent assessment indicates the need for treatment services; or

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(3) If the program allows readmissions and the offender meets the admission criteria. For offenders who are placed in treatment programs who do not meet admission criteria, a mechanism or procedure shall be developed for offender removal. A review and justification explaining the reason the offender does not meet admission criteria shall be required.

(e) Intake. There shall be written policies and procedures establishing an intake process for offenders entering a substance abuse treatment program.

(f) Initial Assessment Procedures. Acceptable and recognized assessment tools (tests and measurements) shall be used in all substance abuse treatment programs within ten (10) working days from date of admission. Assessment policies and procedures shall require the use of approved clinical measurements and screening tests. If the screening identifies a potential mental health problem, the facility shall obtain a mental health assessment and seek appropriate mental health services when resources for mental health assessments and services are available internally or through referral at no additional cost to the program. Assessment procedures shall include the following:

- (1) Identification of strengths, abilities, needs and substance preferences of the offenders served;
- (2) Summarization and evaluation of each offender to develop individual treatment plans;
- (3) Assessments completed by a Qualified Credentialed Counselor (QCC), or if the assessor is a Counselor Intern, then the documentation must be reviewed and signed by a QCC.

(g) Assessments. The assessment shall include:

- (1) a summary of the offender's alcohol or drug abuse history including substances used, date of last use, date of first use, patterns and consequences of use, types of and responses to previous treatment, and periods of sobriety;
- (2) Family information, including substance use and abuse by family members and supportive or dysfunctional relationships;
- (3) Vocational and employment status, including skills or trades learned, work record, and current vocational plans;
- (4) Health information, including medical conditions that present a problem or that might interfere with treatment;
- (5) Emotional or behavioral problems, including a history of psychiatric treatment;
- (6) Educational achievement level;
- (7) Intellectual functioning level; and
- (8) A diagnostic summary signed and dated by a Qualified Credentialed Counselor (QCC).

(h) Orientation. Each program shall establish written policies and procedures for the orientation process. Orientation shall be provided at the onset of treatment and in accordance with the level of treatment to be provided. The orientation shall relay information concerning program rules, the grievance procedure, and the steps necessary for offenders to complete treatment successfully.

(i) Offender Rights. The offender's basic rights shall be respected and protected, free from abuse, neglect, exploitation, and discrimination. Each provider shall have written policy and procedure to ensure protection of the offender's rights according to federal and state guidelines.

(j) Release of Information. There shall be written policies and procedures for protecting and releasing offender

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information that conforms to federal and state confidentiality laws. The staff shall follow written policies and procedures for responding to oral and written requests for offender-identifying information.

(k) Offender Records. There shall be written policies and procedures regarding the content of offender treatment records. Residential programs shall maintain separate individual treatment records for defendants. Case records, whether residential or outpatient shall include the following information at a minimum:

- (1) Initial intake information form;
- (2) Referral documentation;
- (3) Case information from referral source, if applicable;
- (4) release of information forms;
- (5) Relevant medical information;
- (6) Case history and assessment including risk and needs assessment and Strategies for Case Supervision if required;
- (7) Individual treatment plan;
- (8) Evaluation and progress reports;
- (9) Discharge summary; and
- (10) Court order placing the offender into the program.

(l) Offender Records Review Policy. There shall be written policy and procedures to govern the access of offenders to their own substance abuse treatment records in accordance with Texas Health & Safety Code and 42 CFR parts 2. This access does not apply to criminal justice records. Restrictions to access to treatment records shall be specified and explained to offenders upon request. Exceptions must involve the potential for harm to the offender or others.

(m) Treatment Planning and Review. Initial individual Treatment Plans will be completed within ten (10) working days from the date of an offender's admission to a CCF, CCC or any other substance abuse treatment program or through a similar process approved by the CSCD. Substance abuse treatment shall be based on needs identified through assessments and revised according to the offender's success or lack of progress. Treatment plans shall be reviewed at timely intervals at a minimum of once each month or when major changes occur (e.g., change in phase) and shall ensure:

- (1) That the primary counselor meets with the offender as needed to review the treatment plan, evaluating goal progress and revisions; and
- (2) That all revised treatment plans be signed and dated by the counselor and the offender.

(n) Treatment Progress Notes. There shall be written policies and procedures to require all programs to record and maintain progress notes on all offender case records, to document counseling sessions, and to summarize significant events that occur throughout the treatment process. Progress notes shall be documented at a minimum of once each week.

(o) Changes in Treatment Levels. Each treatment program shall develop written criteria for an offender to advance or regress from a level of treatment. An offender must meet the criteria for a change in the level of treatment before such a change or a discharge is implemented. Justification for level changes must be documented.

(p) Discharges from Treatment. Discharge from a program shall be based on the following criteria:

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- (1) The offender has made sufficient progress towards meeting the objectives of the supervision plan and program requirements;
- (2) The offender has satisfied a period of placement as a condition of community supervision;
- (3) The offender has demonstrated non-compliance with the program criteria or court order;
- (4) The offender manifests a medical problem that prohibits participation or completion of the program requirements;
- (5) The offender displays symptoms of a psychological disorder that prohibits participation or completion of the program requirements; or
- (6) The offender is identified as inappropriate or ineligible for participation in the program as defined by facility eligibility criteria, statute, or standard.

(q) Discharge Summary. A discharge summary shall be prepared by the primary counselor for each offender prior to leaving any substance abuse program. The discharge summary shall be sent to the defendant's supervision officer within seven (7) days of discharge and provide a summation of:

- (1) Clinical problems at the onset of treatment and original diagnosis;
- (2) The problems or needs and strengths or weaknesses identified on the master treatment plan;
- (3) The goals and objectives established;
- (4) The course of treatment;
- (5) The outcomes achieved; and
- (6) A continuum of care plan/aftercare treatment plan, which must be prepared with the offender prior to discharge.

(r) General Program Services Provisions. Specific services shall be required of all substance abuse treatment programs. Written policy and procedures shall ensure the following:

- (1) All substance abuse services shall be delivered according to a written treatment plan;
- (2) All programs shall employ a Qualified Credentialed Counselor as the Program Director, Clinical Director, Senior Counselor, or the counselor in a similar supervisory position;
- (3) The program shall include culturally diverse curriculum applicable to the population served and shall be accomplished through demonstrated, appropriate counseling and instructional materials;
- (4) Members of the offender treatment team shall demonstrate effective communications and coordination, as evidenced in staffing, treatment planning and case-management documentation;
- (5) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

(A) Conformity with state regulations; and

(B) Documentation of the administration of medications, medication errors, and drug reactions.

- (6) Chemical dependency education shall follow a course outline that identifies lecture topics and major

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points to be discussed;

(7) The program shall provide education about the health risks of tobacco products and nicotine addiction;

(8) The program shall provide HIV, Hepatitis B and C and Tuberculosis education based on the Model Workplace Guidelines for Direct Service Providers developed by the Texas Department of Health;

(9) Offenders shall have access to HIV counseling and testing services directly or through referral;

(A) HIV services shall be voluntary, anonymous, and not limited by ability to pay.

(B) Counseling shall be based on the model protocol developed by the Texas Department of Health.

(C) In all TDCJ-CJAD funded facilities, testing, as well as pre- and post-test counseling, is to be provided by the medical department or contracted medical provider. In all facilities, service shall be provided either directly or through referral.

(10) The program shall make testing and information, for tuberculosis and sexually transmitted diseases available to all offenders, unless the program has access to test results obtained during the past year;

(A) Services may be made available directly or through referral.

(B) If an offender tests positive for tuberculosis or a sexually transmitted disease, the program shall refer the offender to an appropriate health care provider and take appropriate steps to protect offenders and staff.

(C) A community corrections facility shall report to the local health department the release of an offender who is receiving treatment for tuberculosis.

(11) The program shall:

(A) Refer pregnant offenders who are not receiving prenatal care to an appropriate health care provider and monitor follow-through; and

(B) Refer offenders to ancillary services necessary to meet treatment goals.

(s) Levels of Treatment. All CCFs providing substance abuse treatment shall designate in the current facility's Community Justice Plan (CJP) program proposal levels of treatment to be provided as described in sections (t) through (x) below. Beginning in fiscal year 2004, level II and level III treatment programs must include a cognitive-behavioral component for medium and high-risk offenders.

(t) Level I (Detoxification). Written policies and procedures shall ensure the following:

(1) All offenders admitted to Level I (Detoxification) programs shall need detoxification.

(2) Every offender shall have a completed medical history and physical.

(A) Residential offenders shall have a completed physical and medical history and a physical within 24 hours of admission. If the facility cannot meet this deadline because of exceptional circumstances, the circumstances shall be documented in the offender record. Until an offender's medical history and physical is complete, staff shall observe offenders closely (no less than every 15 minutes) and monitor vital signs (no less than once each hour).

(B) Outpatient offenders shall have the medical history and physical completed before admission.

(3) The program shall provide continuous supervision for offenders.

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- (A)** In residential programs, direct care staff shall be awake and on site 24 hours a day.

 - (i)** During day and evening hours, at least two awake staff shall be on duty for the first 12 offenders, with one more person on duty for each additional one to 16 offenders.
 - (ii)** At night, at least one awake staff member shall be on duty for the first 12 offenders, with one more person on duty for each additional one to 16 offenders.
- (B)** In outpatient programs, direct care staff shall be awake and on site whenever an offender is on site. Offenders shall have access to on-call staff 24 hours a day.
- (4)** If the program accepts offenders with acute detoxification symptoms or a history of acute detoxification symptoms, the program shall have:

 - (A)** A licensed vocational nurse or registered nurse on duty during all hours of operation;
 - (B)** A physician on-call 24 hours a day.
- (5)** Level of observation shall be based on medical recommendations and program design, or not less than that described in (2) (A) above.
- (6)** A physician shall approve all medical policies, procedures, guidelines, tools, and forms, which shall include:

 - (A)** Screening instruments (including a medical risk assessment) and procedures;
 - (B)** treatment protocol or standing orders for each chemical the program is prepared to address in detoxification; and
 - (C)** Emergency procedures.
- (7)** The clinical supervisor shall be a physician, physician assistant, advanced practice nurse, or registered nurse.
- (8)** The program shall:

 - (A)** Ensure continuous access to emergency medical care;
 - (B)** Provide offenders access to mental health evaluation and linkage with mental health services when indicated;
 - (C)** Use written procedures to encourage offenders to seek appropriate treatment after detoxification.
- (9)** Direct care staff shall complete detoxification training provided by a physician, physician assistant, advanced practice nurse, or registered nurse that includes instruction in the following areas:

 - (A)** Signs of withdrawal;
 - (B)** pregnancy-related complications (if the program admits females of child-bearing age);
 - (C)** Observation and monitoring procedures;
 - (D)** Appropriate intervention; and

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(E) Complications requiring transfer.

(10) Staff shall assist each offender in developing an individualized post-detoxification plan that includes appropriate referrals.

(u) Level II (Relapse/Intensive Residential Treatment). Written policies and procedures shall ensure the following:

(1) All offenders admitted to Level II (Relapse/Intensive Residential Treatment) shall be medically stable, and able to participate in treatment.

(2) The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed ten (10) offenders.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide all required program services, maintain an environment that is conducive to treatment, and ensure the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

(4) For programs 90 days or less counselors shall complete a comprehensive offender assessment and individual treatment plan within five (5) working days of admission. All other programs shall complete a comprehensive offender assessment and individual treatment plan within ten (10) working days.

(5) The facility shall deliver not less than twenty (20) hours of structured activities per week for each offender, including:

(A) ten (10) hours of chemical dependency counseling with a cognitive-behavioral approach with no less than one hour of individual counseling;

(B) seven (7) hours additional education, counseling, life skills, or rehabilitation activities; and

(C) three (3) hours of structured social or recreational activities.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) Each offender shall have an opportunity to participate in physical recreation at least weekly.

(8) Program staff shall offer chemical dependency education or services to identified significant others.

(9) The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured, supportive environment. Cognitive-Behavioral Programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Components of the cognitive program shall at minimum include:

(A) Ways to identify thinking patterns; and

(B) Social skills training component.

(v) Level III (Community Residential Treatment). Written policies and procedures shall ensure the following:

(1) All offenders admitted to level III (Community Residential Treatment) shall be medically stable, able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.

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(2) The program shall have adequate staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed sixteen (16) offenders.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide for the safety and security of the offenders, according to the design of the facility and with the approval of the funding.

(4) Counselors shall complete a comprehensive offender assessment and individualized treatment plan within ten (10) working days of admission for all offenders.

(5) The facility shall deliver no less than ten (10) hours of structured activities per week for each offender, including at least five (5) hours of chemical dependency counseling with a cognitive-behavioral approach.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings. Cognitive-Behavioral Programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. Components of the cognitive program shall at minimum include:

(A) Ways to identify thinking patterns; and

(B) Social skills training component.

(w) Level IV (Outpatient Treatment). Written policies and procedures shall ensure the following:

(1) All offenders admitted to Level IV (Outpatient) programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.

(2) The program shall have adequate staff to provide offenders support and guidance to ensure effective service delivery, safety, and security. Staffing patterns shall be submitted to the funding entity.

(3) The program shall set limits on counselor caseload size to ensure effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the funding entity.

(4) Didactic groups shall not exceed 35 offenders in a group.

(5) Therapeutic groups shall not exceed 16 offenders in a group.

(6) For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty (30) calendar days of admission for all offenders.

(7) For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten (10) calendar days of admission for all offenders.

(8) Intensive outpatient programs shall deliver no less than ten (10) hours of structured activities per week for each offender, including at least five (5) hours of chemical dependency counseling.

(9) Supportive outpatient programs shall deliver no less than two (2) hours of structured activities per week for each offender, including at least one (1) hour of chemical dependency counseling.

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(10) Counseling and education schedules shall be submitted to the funding entity for approval.

(11) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings.

(12) The outpatient treatment levels may be utilized for residents in the work release phase of any residential substance abuse treatment program.

(x) Special Populations. Written policies and procedures shall ensure the following:

(1) Programs that address the special mental health, intellectual capacity, or medical needs of offenders must provide appropriate treatment either by program staff or through contracted services.

(2) Admission to a special needs program must be based on a documented mental health, intellectual capacity, or medical need.

(3) When the assessment process indicates that the offender has coexisting disabilities/disorders, the Treatment Plan shall specifically address those issues that might impact treatment, recovery, relapse, and/or recidivism.

(4) Personnel shall be available who are qualified in the treatment of coexisting disabilities/disorders.

(5) Within ninety-six (96) hours of admission to a special needs residential program, offenders shall be administered a medical and psychological evaluation.

(6) Within ten (10) days of admission to a residential program for special needs offenders, the program administrator or designee shall contact the Texas Council on Offenders with Mental Impairments (TCOMI) regarding the offender's status. As soon as discharge date is projected, TCOMI shall be notified in writing of plans for a continuum of care after discharge, regardless of whether or not the discharge is for successful completion of the program.

(7) Residential facilities providing services for special needs populations shall have procedures to provide access to health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments must rest with a single designated responsible physician licensed by the state.

(A) Services/treatment shall be directed toward maximizing the functioning and reducing the symptoms of offenders.

(B) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

(i) Conformity with state regulations;

(ii) Documentation of the rationale for use and goals of service/treatment consistent with the individual plan of treatment;

(iii) Documentation of the administration of medications, medication errors, and drug reactions; and

(iv) Procedures to follow in case of emergencies.

(8) There shall be procedures for documenting that the offender has been informed of medication management procedures.

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(9) Offenders shall be actively involved in decisions related to their medications.

(10) Programs for special needs offenders must follow the same staffing for treatment levels as the levels for other offenders, except all residential programs shall maintain caseloads of no greater than sixteen (16) offenders for each counselor.

(11) Programs operating in residential facilities shall ensure that offenders will have no less than ten (10) days of appropriate medication for use after discharge.

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A. Definitions

§148.1. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings unless the context clearly indicates otherwise.

(1) **Abuse** – An intentional, knowing, or reckless act or omission by an employee, volunteer, or other individual working under the auspices of a facility that causes or may cause death, emotional harm or physical injury to a client. Client abuse includes:

- (A) any sexual activity between facility personnel and a client;
- (B) corporal punishment;
- (C) nutritional or sleep deprivation;
- (D) efforts to cause fear;
- (E) the use of any form of communication to threaten, curse, shame, or degrade a client;
- (F) restraint that does not conform with these rules;
- (G) coercive or restrictive actions taken in response to the client's request for discharge or refusal of medication or treatment that are illegal or not justified by the client's condition; and
- (H) any other act or omission classified as abuse by the Texas Family Code, §261.001.

(2) **Adolescent** – An individual 13 through 17 years of age whose disabilities of minority have not been removed by marriage or judicial decree.

(3) **Adult** – An individual 18 years of age or older, or an individual under the age of 18 whose disabilities of minority have been removed by marriage or judicial decree.

(4) **Advanced practice nurse** – A registered nurse currently licensed in Texas who is prepared for advanced practice and approved by the Texas State Board of Nurse Examiners.

(5) **Aftercare** – Structured services provided after a client completes treatment that are designed to strengthen and support the client's recovery and prevent relapse.

(6) **Assessment** – An ongoing process through which the counselor collaborates with the client and others to gather and interpret information necessary for developing and revising a treatment plan and evaluating client progress toward achievement of goals identified in the treatment plan, including identification of the client's strengths, weaknesses, and problems/needs.

(7) **Brief interventions** – Short-term practices designed to investigate a potential problem and motivate an individual to begin to do something about his or her substance abuse, either by natural, client-directed means or by seeking additional treatment. Brief interventions are described in "Brief Interventions and Brief Therapies for Substance Abuse" (Treatment

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Improvement Protocol 34), published by the Center for Substance Abuse Treatment.

(8) **Brief therapy** – A systematic, focused process that relies on assessment, client engagement, and rapid implementation of change strategies. Brief therapies are described in "Brief Interventions and Brief Therapies for Substance Abuse" (Treatment Improvement Protocol 34), published by the Center for Substance Abuse Treatment.

(9) **Chemical dependency** – Substance abuse and substance dependence as defined in the current edition of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.

(10) **Chemical dependency counseling** – A collaborative process conducted face-to-face that facilitates the client's progress toward mutually determined treatment goals and objectives as described in "Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice," published by the Center for Substance Abuse Treatment.

(11) **Chemical dependency education** – A planned, structured presentation of information, provided by qualified staff, which is related to chemical dependency and includes a discussion of the material presented.

(12) **Chemical dependency treatment** – A planned, structured, and organized program designed to initiate and promote a person's chemical-free status or to maintain the person free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from chemical dependency that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning lost due to chemical dependency.

(13) **Child abuse and neglect** – Any act or omission that constitutes abuse or neglect of a child by a person responsible for a child's care, custody, or welfare as defined in the Texas Family Code §261.001.

(14) **Client** – An individual who has been admitted to a chemical dependency treatment program and is currently receiving services.

(15) **Commission** – The Texas Commission on Alcohol and Drug Abuse.

(16) **Consenter** – The individual legally responsible for giving informed consent for a client. Unless otherwise provided by law, a legally competent adult is his or her own consenter, and the consenter for an adolescent is the adolescent's parent, guardian, or conservator. State law allows a person 16 or 17 years of age to consent to his or her own treatment.

(17) **Counselor** – A qualified credentialed counselor, graduate or counselor intern.

(18) **Counselor intern (CI)** – A person registered with the commission who is pursuing a course of training in chemical dependency counseling at an approved clinical training institution or a person enrolled at an accredited institution of higher education completing an internship at a

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treatment program as part of a degree or certificate program in chemical dependency counseling.

(19) **Direct care staff** – Staff responsible for providing treatment, care, supervision, or other direct client services that involve a significant amount of face-to-face contact.

(20) **Discharge** – Formal, documented termination from a treatment facility. Discharge occurs when a client successfully completes treatment goals, is transferred to another facility, leaves against professional advice, or is terminated for other reasons.

(21) **DSM-IV**– The Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition-Text Revision, published by the American Psychiatric Association. Any reference to DSM-IV is understood to mean the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders.

(22) **Ensure** – Take all reasonable and necessary steps to achieve results.

(23) **Exploitation** – The illegal or improper use of a client or a client's resources for monetary or personal benefit, profit, or gain by an employee, volunteer, or other individual working under the auspices of a facility.

(24) **Facility** – A legal entity with a single governing body, a single administration, and a single staff that provides chemical dependency treatment.

(25) **Graduate** – An individual who has successfully completed the 270 hours of education, 300 hour practicum, and 4,000 hours of supervised work experience required to become a licensed chemical dependency counselor in the state of Texas but has neither received a license nor failed the examination the maximum number of times allowed by law.

(26) **HIV** – Human Immunodeficiency Virus infection.

(27) **Individual service day** – A day on which a specific client receives services.

(28) **Intake** – The administrative process for gathering information about a prospective client and giving prospective client information about the facility and its treatment and services.

(29) **Licensed chemical dependency counselor** – A counselor licensed by the Texas Commission on Alcohol and Drug Abuse.

(30) **Licensed health professional** – A physician, physician assistant, advanced practice nurse, registered nurse, or licensed vocational nurse authorized to practice in the state of Texas.

(31) **Life skills training** – A formalized program of training, based upon a written curriculum and provided by qualified staff, designed to help clients with communication and social interaction, stress management, problem solving, decision making, and management of daily

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responsibilities.

(32) **Mechanical restraint** – Use of a physical device to control or restrict a person's physical movement or actions.

(33) **Medical emergency** – A medical condition with acute symptoms of sufficient severity that a prudent layperson could reasonably expect the absence of immediate medical attention to result in death or serious harm.

(34) **Medication error** – Medication not given according to the written order by the prescribing professional or as recommended on the medication label. Medication errors include duplicate doses, missed doses, and doses of the wrong amount or drug.

(35) **Motivational interviewing** – A therapeutic style intended to help counselors work with clients to address their ambivalence and enhance motivation for positive change. Motivational interviewing is described in "Enhancing Motivation for Change in Substance Abuse Treatment" (Treatment Improvement Protocol 35), published by the Center for Substance Abuse Treatment.

(36) **Neglect** – A negligent act or omission by an employee, volunteer, or other individual working under the auspices of a facility that causes or may cause death or substantial emotional harm or physical injury to a client. Examples of neglect include, but are not limited to:

- (A) failure to provide adequate nutrition, clothing, or health care;
- (B) failure to provide a safe environment free from abuse;
- (C) failure to maintain adequate numbers of appropriately trained staff;
- (D) failure to establish or carry out an appropriate individualized treatment plan; and
- (E) Any other act or omission classified as neglect by the Texas Family Code, §261.001.

(37) **On duty** – Present on the site to perform job duties.

(38) **Person** – An individual, firm, partnership, corporation, association, or other business or professional entity.

(39) **Personal restraint** – Physical contact to control or restrict a person's physical movement or actions.

(40) **Personnel** – Members of the governing body, employees, contract providers, consultants, agents, representatives, volunteers, and other individuals working on behalf of the facility through a formal or informal agreement.

(41) **Private practice** – Unless otherwise defined by a licensing board, an individual's professional counseling practice in which the individual:

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- (A) provides all treatment services personally;
- (B) does not report to a supervisor or utilize subordinate counseling staff; and
- (C) Is a licensed chemical dependency counselor or exempt from licensure?

(42) **Program** – A specific level of chemical dependency treatment delivered to a specific client population at a specific location.

(43) **Psychiatric emergency** – A condition that requires immediate intervention and/or medical attention to prevent an individual from presenting an immediate danger to self or others, or which causes the individual to be incapable of controlling, knowing, or understanding the consequences of his or her actions.

(44) **Qualified credentialed counselor (QCC)** – A licensed chemical dependency counselor or one of the professionals listed below who is licensed and in good standing in the state of Texas and has at least 1,000 hours of documented experience working with people who have substance use disorders:

- (A) licensed professional counselor (LPC);
- (B) licensed master social worker (LMSW);
- (C) licensed marriage and family therapist (LMFT);
- (D) licensed psychologist;
- (E) licensed physician;
- (F) registered nurse (RN) holding the credential of certified addictions registered nurse (CARN); and
- (G) Advanced practice nurse recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with a specialty in psyche-mental health (APN-P/MH).

(45) **Qualified mental health professional** – A qualified mental health professional as defined in the Texas Administrative Code, Part 2, Chapter 401, Subchapter J.

(46) **Refer** – Identify appropriate services and provide information and assistance needed to access them.

(47) **Residential site** – A site owned, leased, or operated by the facility where clients who are receiving chemical dependency treatment or aftercare stay in a supervised 24-hour living environment.

(48) **Retaliate** – Adverse actions taken to punish or discourage a person who reports a violation

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or cooperates with an investigation, inspection, or proceeding. Such actions include, but are not limited to, suspension or termination of employment, demotion, discharge, transfer, discipline, restriction of privileges, harassment, and discrimination.

(49) **Screening** – The process by which a client is determined appropriate and eligible for admission to a particular program and through which the counselor, client, and available significant others determine the most appropriate initial course of action, given the client's needs and characteristics and the available resources within the community.

(50) **Seclusion** – Isolating a client in a room from which exit is prevented.

(51) **Sexual exploitation** – A pattern, practice, or scheme of conduct that can reasonably be construed as being for the purposes of sexual arousal or gratification or sexual abuse of any person. It may include sexual contact, a request for sexual contact, or a representation that sexual contact or exploitation is consistent with or part of treatment.

(52) **Signature** – Authentication of a record that meets the criteria established in §148.11 of this title (relating to General Documentation Requirements).

(53) **Staff** – Individuals working for the facility in exchange for money or other compensation.

(54) **Unethical conduct** – Conduct prohibited by the ethical standards adopted by state or national professional organizations or by rules established by a profession's state licensing agency.

(55) **Unprofessional conduct** – An act or omission that violates commonly accepted standards of behavior for individuals or organizations.

B. Licensure Information

§148.11. Purpose.

The purpose of these rules is to protect the health, safety, and welfare of chemically dependent **clients** and to ensure they receive adequate and appropriate treatment.

§148.21. License Required.

(a) A **facility** providing **chemical dependency treatment** in Texas shall have a license issued by the **commission** unless it is:

- (1) a facility maintained or operated by the federal government or its agencies;
- (2) a facility directly operated by the state of Texas;
- (3) a chemical dependency treatment program approved by the Texas Department of Health

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within a licensed general hospital, specialty hospital or private psychiatric facility;

- (4) a pharmacotherapy program licensed by the Texas Department of Health;
- (5) an educational program for intoxicated drivers;
- (6) an individual who personally provides support services to chemically dependent persons but does not offer or purport to offer a chemical dependency treatment program;
- (7) the private practice of a licensed health care practitioner or licensed chemical dependency counselor who personally renders individual or group services within the scope of the practitioner's license and in the practitioner's individual office;
- (8) a religious organization registered under Chapter 145 of this title (relating to Faith-Based Chemical Dependency Treatment Programs); or
- (9) a 12-step or similar self-help chemical dependency recovery program:
 - (A) that does not offer or purport to offer a chemical dependency treatment program;
 - (B) that does not charge program participants; and
 - (C) In which program participants may maintain anonymity.
- (b) Facilities providing chemical dependency treatment for **clients** who are diagnosed with both a substance use disorder and a mental health disorder shall be licensed by the commission unless exempt under paragraph (a) of this section.
- (c) The facility shall have written approval for each **residential site** it operates.
- (d) A license is not transferable to a separate legal entity.

§148.22. Variances.

- (a) The **commission's** executive director or designee may grant a temporary variance to a **facility** or group of facilities.
- (b) To be eligible for a variance, a facility shall show:
 - (1) an alternative method is used to meet the intent of the rule; and
 - (2) The variance will not jeopardize the health, safety, or welfare of clients or compromise client treatment.
- (c) The commission's executive director or designee will determine if an alternative is equivalent to the written rule and when it will be accepted during licensure reviews.

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- (d) A variance cannot be granted for a statutory requirement.

§148.23. New Licensure Application.

- (a) An applicant for initial licensure shall submit a complete licensure application with an application fee.
- (b) Within 45 days of receipt of the application, the **commission** shall notify the applicant that the application is complete or specify the additional information required.
- (c) The applicant shall submit all requested materials and **correct any deficiencies** identified by the commission within the specified time frames.
- (d) If an on-site inspection is necessary, the commission will conduct the inspection within 45 days of receiving a satisfactory version of requested materials. The commission will notify the provider of any deficiencies identified during an on-site inspection within 30 days, and the provider shall provide evidence of sufficient corrective action within the timeframe specified in the inspection report.
- (e) The commission will issue the license within 45 days of receiving all required evidence of compliance and all required fees.
- (f) If an applicant fails to provide evidence of compliance within six months from the date the application is received, the application will be denied. Six months after the date of denial, the applicant may reapply by submitting a new application and application fee.
- (g) The applicant shall not provide **chemical dependency treatment** services before receiving written notice of licensure approval.
- (h) The facility shall display the licensure certificate prominently at the headquarters location and each approved **residential site**.

§148.24. Licensure Renewal.

- (a) A license issued by the **commission** expires at the end of two years.
- (b) The licensee shall file an application update and pay the renewal fee before the license expires. Notice of less than 60 days may delay approval.
- (c) The **facility** shall not provide services after the license expiration date unless it has submitted the application update and fee by the date of expiration.

§148.25. Changes in Status.

- (a) A **facility** shall submit the appropriate application and fees and receive written approval before adding a new Level I service, adding a new **residential site**, moving to a new

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residential location, or increasing the number of beds in a residential program.

- (b) If the facility fails to provide evidence of compliance within six months from the date the application for a change in status is received, the application will be denied. Six months after the date of denial, the facility may reapply by submitting a new application and application fee.
- (c) The facility shall notify the **commission** in writing of each location where outpatient services will be provided and shall not provide services at a new outpatient location until it has received written acknowledgement that the commission has received the notice.
- (d) The provider shall also notify the commission's licensure department in writing before:
 - (1) adding a new Level II, III, or IV service;
 - (2) providing services to a new age group or gender;
 - (3) changing the organization's name; or
 - (4) Increasing the number of outpatient slots.
- (e) The provider shall notify the commission in writing within 30 days if it:
 - (1) closes a residential site or outpatient location;
 - (2) decreases the number of residential beds or outpatient slots; or
 - (3) Discontinues a level of service.

§148.26. Closure.

The **facility** shall notify the **commission's** licensure department in writing within 30 days when it closes a **chemical dependency treatment program**. The facility shall ensure that all clients are appropriately **discharged** or transferred before the program closes and make appropriate arrangements for properly maintaining client records in compliance with confidentiality regulations.

§148.27. Licensure Review.

The **commission** may conduct a scheduled or unannounced inspection or request materials for review at any time. The **facility** shall allow commission staff to access the facility's grounds, buildings, and records and to interview or survey members of the governing body, **staff**, and **clients**. The facility shall make all property, records, and documents related to the licensure application available for examination, copy, or reproduction during normal business hours, on or off premises.

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§148.28. Licensure Fees.

- (a) A **facility** shall pay the full licensure fee for any licensure period during which it provides **chemical dependency treatment**. Failure to notify the **commission's** licensure department of closure does not excuse a licensee from paying fees.
- (b) Fees shall be paid in full by commercial or agency check, cashier's check, or money order.
- (c) The schedule for licensure fees is:
 - (1) application fee - \$100;
 - (2) base fee - \$1000;
 - (3) fee per **residential site** - \$100;
 - (4) fee per bed - \$30;
 - (5) Maximum fee per facility (excluding application fees) - \$4,000.
- (d) A \$25 fee is charged for a printed list of licensed facilities, a set of mailing labels for licensed facilities, or a replacement certificate.
- (e) Licensure fees are not refundable.

§148.31. Action Against a License.

- (a) The **commission** shall take action against a **facility** if an applicant, licensee, owner, member of the governing body, administrator, or clinical **staff** member of the facility:
 - (1) has a documented history of client **abuse** or **neglect**;
 - (2) violates any provision of the Texas Health and Safety Code, Chapter 464, or any other applicable statute, or a commission rule; or
 - (3) Owes the **commission** money.
- (b) Action taken may include:
 - (1) suspending or revoking a license;
 - (2) refusing to renew a license;
 - (3) placing a facility on probation when the facility's license has been suspended;
 - (4) imposing an administrative penalty; and

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- (5) Issuing a reprimand.
- (c) The commission will determine the length of probation or suspension. The commission may hold a hearing at any time and revoke probation or suspension.
- (d) Surrender or expiration of a license does not interrupt an investigation or action taken against a license. The facility is not eligible to regain the license until all outstanding investigations, disciplinary proceedings, or hearings are resolved.
- (e) A facility whose license has been revoked is not eligible to apply for licensure until two years have passed since the date of revocation.
- (f) A facility whose license has been revoked or a facility who surrendered its license after an administrative hearing to revoke the license has been noticed is not eligible to receive a faith-based exemption under Chapter 145 of this title (relating to Faith-Based Chemical Dependency Treatment Programs) until two years have passed since the date of revocation or surrender.

C. Facility Management

§148.101. Facility Organization

- (a) Governing body. The **facility** shall have a governing body with legal authority to operate in the state of Texas. If the organization is governed by a board of directors, the board shall meet at least quarterly and maintain minutes for each meeting.
- (b) Organizational structure. The facility shall maintain current documentation of the organization's staffing structure, including lines of supervision and the number of full time equivalent **staff** members for each position.
- (c) Job descriptions. The facility shall have a current job description for each position that specifies job duties and minimum qualifications.

§148.102. Policies, Procedures, and Licensure Rules.

- (a) The **facility** shall adopt and implement written policies and procedures specified in this section. The policies and procedures shall contain sufficient detail to ensure compliance with the referenced **commission** rules.
- (b) All **programs** shall have policies and/or procedures related to the following rules:
 - (1) §148.103 of this title (relating to Standards of Conduct);
 - (2) §148.112 of this title (relating to Client Records);

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- (3) §148.113 of this title (relating to Significant Incident Reports);
 - (4) §148.115 of this title (relating to Client Transportation);
 - (5) §148.302 of this title (relating to Client Grievances);
 - (6) §148.303 of this title (relating to Client Abuse, Neglect, and Exploitation); and
 - (7) §148.313 of this title (relating to Restraint and Seclusion).
- (c) Residential programs shall also have procedures related to the following rules:
- (1) §148.315 of this title (relating to Responding to Emergencies);
 - (2) §148.316 of this title (relating to Searches);
 - (3) §148.411 of this title (relating to Additional Requirements for Adolescent Programs), subsection (k), if applicable;
 - (4) §148.501 through 148.504 of this title (relating to Medication); and
 - (5) §148.603 of this title (relating to Emergency Evacuation).
- (d) The policy and procedure manual shall be current, in compliance with current licensure rules, individualized to the program, and easily accessible to all staff at all times.

§148.103. Standards of Conduct.

- (a) The facility and all of its personnel shall protect clients' rights and provide adequate and appropriate treatment.
- (b) Neither the facility nor any of its personnel shall:
- (1) provide services while under the influence of alcohol or illegal drugs;
 - (2) commit an illegal, unprofessional or unethical act (including client abuse, neglect, or exploitation);
 - (3) assist or knowingly allow another person to commit an illegal, unprofessional, or unethical act;
 - (4) knowingly provide false or misleading information;
 - (5) falsify, alter, destroy or omit significant information from required reports and records or interfere with their preservation;

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- (6) **retaliate** against anyone who reports a violation or cooperates during a review, inspection, investigation, hearing, or other related activity; or
- (7) Interfere with **commission** reviews, inspections, investigations, hearings, or related activities. This includes taking action to discourage or prevent someone else from cooperating with the activity.
- (c) Any person associated with the facility that receives an allegation or has reason to suspect that a person associated with the facility has been, is, or will be engaged in illegal, unethical or unprofessional conduct shall immediately inform the **commission's** investigations division and the facility's chief executive officer or designee. If the allegation involves the chief executive officer, it shall be reported to the **commission** and the **facility's** governing body.
- (d) Neither the facility nor any of its personnel shall enter into a personal or business relationship with a person who receives services from the facility until at least two years after the service recipient's **discharge**.
- (e) The facility and its personnel shall **comply** with Chapter 164 of the Texas Health and Safety Code (relating to Treatment Facilities Marketing and Admission Practices).
- (f) The facility shall have written policies on staff conducts that comply with this section.

§148.105. General Environment.

- (a) The **facility** shall **comply** with the Americans with Disabilities Act. The facility shall maintain documentation that it has conducted a self-inspection to evaluate compliance and implemented a corrective action plan within reasonable time frames to address identified deficiencies.
- (b) The **facility** shall provide a safe, clean, and well-maintained environment.
- (c) The **facility** shall have adequate space, furniture, and supplies.
- (d) The **facility** shall have private space for confidential interactions.
- (e) The **facility** shall **prohibit** smoking inside facility buildings and vehicles and during structured program activities. **Staff** shall not provide or facilitate client access to tobacco products.
- (f) The **facility** shall prohibit firearms and other weapons, alcohol, illegal drugs, illegal activities, and violence on the program site.

§148.106. Required Postings.

- (a) The **facility** shall post a legible copy of the following documents in a prominent public location that is readily available to **clients**, visitors, and **staff**:

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- (1) the Client Bill of Rights;
 - (2) the **commission's** current poster on reporting complaints and violations; and
 - (3) The client grievance procedure.
- (b) These documents shall be displayed in English and in a second language at every location where services are provided.

§148.111. General Documentation Requirements.

- (a) The **facility** shall keep complete, current documentation.
- (b) All documents shall be factual and accurate.
- (c) All documents and entries shall be dated and **authenticated** by the person responsible for the content.
 - (1) Authentication of paper records shall be an original **signature** that includes at least the first initial, last name and required **credentials**. Initials **may** be used if the client record includes a document that identifies all individuals initialing entries, including the full printed name, **signature, credentials, and initials**.
 - (2) Authentication of electronic records shall be a cryptography-based digital signature.
- (d) Documentation shall be permanent and legible.
- (e) When it is **necessary** to correct a client **record**, incident report, or other legal document, the error shall be marked through with a single line, dated, and initialed by the writer.
- (f) Records shall contain only those abbreviations included on the facility's list of approved abbreviations.

§148.112. Client Records

- (a) The **facility** shall **establish** and maintain a single record for every **client** at the time of **admission**. The content of client records shall be complete, current, and well organized.
- (b) The facility shall protect all client records and other client-identifying information from destruction, loss, tampering, and unauthorized access, use or disclosure.
 - (1) All active client records shall be stored at the facility and inactive records in off-site storage shall be fully protected.
 - (2) Information that identifies applicants shall be protected to the same degree as information

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that identifies clients.

- (3) Electronic client information shall be protected to the same degree as paper records and shall have a reliable backup system.
- (c) The facility shall limit access to the records to **staff** with job duties requiring their use.
- (d) Staff shall keep records locked at all times unless an **authorized** person is continuously present in the immediate area.
- (e) The facility shall ensure that all client records can be **located** and retrieved promptly at all times.
- (f) The facility shall comply with federal and state **confidentiality** laws and regulations, including 42 CFR Part 2 (the federal regulations on the Confidentiality of Alcohol and Drug Abuse Client Records) and Texas Health and Safety Code, Chapter 611 (relating to Mental Health Records). The facility shall also protect the confidentiality of HIV information as required in Texas Health and Safety Code §81.103 (relating to Confidentiality; Criminal Penalty).
- (g) The facility shall not deny clients access to the content of their records except as provided by the Texas Health and Safety Code, §611.0045.
- (h) Client records shall be **kept** for at least five years. Records of **adolescent** clients shall be kept for at least five years after the client turns 18.
- (i) If client records are microfilmed, scanned, or destroyed, the facility shall take steps to protect confidentiality. The facility shall maintain a record of all client records destroyed on or after September 1, 1999, including the client's name, record number, birth date, and dates of admission and discharge.

§148.113. Significant Incident Reports.

- (a) **Staff** shall complete an incident report for all significant client incidents, including:
 - (1) incidents of actual or suspected **abuse, neglect, exploitation**, or other violation of client rights;
 - (2) accidents and injuries;
 - (3) **medical emergencies**;
 - (4) **psychiatric emergencies**;
 - (5) **medication errors**;
 - (6) illegal or violent behavior;

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- (7) loss of a client record;
 - (8) **personal or mechanical restraint or seclusion**;
 - (9) release of confidential information without client consent;
 - (10) fire or significant disruption of **program** operation (including disruption due to insufficient staffing);
 - (11) death of an active outpatient or residential **client** (on or off the program site); and
 - (12) Clients absent without permission from a residential program.
- (b) The incident report shall be completed within 24 hours and shall provide a detailed description of the event, including the date, time, location, individuals involved, and action taken.
- (c) The person writing the report shall sign it and record the date and time it was completed.
- (d) Incident reports shall be stored in a central file.
- (e) The facility shall have a designated individual responsible for reviewing incident reports. When indicated, the facility shall implement corrective action to prevent similar incidents from occurring.
- (f) Alleged client abuse, neglect, and exploitation shall be reported to the **commission's** investigations division as described in §148.303 of this title (relating to Client Abuse, Neglect, and Exploitation).
- (g) Incidents within the following categories that do not meet the definition of abuse, neglect, or exploitation shall be reported to the commission's investigations division within 72 hours:
- (1) all fires;
 - (2) substantial disruption of program operation;
 - (3) death of an active client (on or off the program site);
 - (4) suicide attempt by an active client (on or off the program site);
 - (5) medical and psychiatric emergencies that result in admission to an inpatient unit of a medical or psychiatric facility;
 - (6) illegal behavior on the program site;
 - (7) violent behavior on the program site that results in injury or a police report; and

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- (8) Use of personal or mechanical restraint or seclusion.
- (h) The facility shall report all illegal drugs and other contraband found on the facility site to law enforcement authorities.

§148.115. Client Transportation.

The **facility** shall have a written policy on the use of facility vehicles and/or **staff** to transport **clients** and shall ensure that vehicles used to transport clients are maintained and operated safely.

D. Personnel and Staff Development

§148.201. Hiring Practices.

- (a) A **facility** using **counselor interns** shall be registered with the **commission** as a clinical training institution and comply with all applicable requirements.
- (b) The facility shall verify the current status of all required credentials with the credentialing authority by phone or letter.
- (c) The facility shall comply with all applicable laws, including the Texas Civil Practice and Remedies Code §81.003, which relates to employment reference checks.
- (d) The facility shall obtain and assess the results of a statewide criminal background check from the Department of Public Safety on all **staff** within six weeks of the date of hire. The facility shall use the criteria listed in the Texas Occupations Code §53.022 and §53.023, to evaluate criminal history reports and make related employment decisions.
- (e) The facility shall not hire an individual who has not passed a pre-employment drug test that meets criteria established by the commission.
- (f) The facility shall maintain a personnel file for each staff member with documentation demonstrating compliance with this section.

§148.202. Students and Other Volunteers.

- (a) The **facility** shall ensure that students and other volunteers comply with standards of performance and conduct.
- (b) Volunteers shall be appropriate and qualified to perform assigned duties.
- (c) Volunteers shall receive orientation and training appropriate to their qualifications and responsibilities and shall be appropriately supervised by **staff**.

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§148.203. Staff Training.

- (a) Each **staff** person shall complete initial training during the first 30 calendar days of employment. The initial training shall include discussion of licensure rules relating to:
 - (1) **client** rights;
 - (2) client grievance procedures;
 - (3) confidentiality of client-identifying information;
 - (4) client **abuse, neglect, and exploitation**;
 - (5) requirements for reporting abuse, neglect, **and other serious incidents**;
 - (6) standards of conduct; and
 - (7) Emergency and evacuation procedures.
- (b) The **facility** shall provide training in issues relating to **abuse, neglect, and exploitation and illegal, unprofessional, and unethical conduct** to all staff that have any client contact.
 - (1) This training shall comply with the interagency memorandum of understanding on abuse training (see §148.205 of this title relating to Training Requirements Relating to Abuse, Neglect, and Unprofessional or Unethical Conduct).
 - (2) Full time staff in residential programs shall receive at least eight hours every year, and full time staff in outpatient programs shall receive at least two hours every year. Hours of training for part time staff may be determined by the facility based on the number of hours worked and the amount of direct client contact.
- (c) All **direct care staff** shall complete four hours of training related to tuberculosis, **HIV**, Hepatitis B and C, and sexually transmitted diseases during the first 90 days of employment.
 - (1) The training shall be based on the Texas Commission on Alcohol and Drug Abuse Workplace and Education Guidelines for HIV and Other Communicable Diseases.
 - (2) The facility shall provide all staff with updated information about these diseases every two years.
- (d) All direct care staff in residential programs shall have current certification in CPR within 90 days of hire. **Licensed health professionals** are exempt, and personnel in licensed medical facilities are exempt if emergency resuscitation equipment and trained response teams are available 24 hours a day.

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- (e) All direct care staff in residential programs and in Level I, II and III outpatient programs shall have at least four hours of face-to-face training in nonviolent crisis intervention during the first 90 days of employment.
 - (1) The instructor shall have successfully completed a course for crisis intervention instructors or have equivalent training and experience.
 - (2) The training shall teach staff how to use verbal and other non-physical methods for prevention, early intervention, and crisis management.
- (f) All direct care staff working in programs that use restraint or **seclusion** shall have face-to-face training and competency in the safe methods of the specific procedures used within 90 days of hire. This includes all direct care staff working in **adolescent** residential programs, ~~detoxification programs~~, and programs that accept emergency detentions. The training shall last approximately four hours and shall include hands-on practice under the supervision of a qualified instructor.
- (g) Each staff member who conducts **intakes** or screens applicants for admission shall complete eight hours of training in the program's intake and **screening** procedures annually.
 - (1) The first eight hours shall be completed during the first 90 days of employment and before a staff member conducts intakes or screens applicants for admission.
 - (2) The training shall cover the **DSM-IV** diagnostic criteria for substance-related disorders, and shall also include at least two hours annually on other mental health diagnoses.
- (h) All staff members responsible for supervising clients in self-administration of medication who are not credentialed to administer medication shall complete at least two hours of documented training from a physician, pharmacist, physician assistant, or registered nurse before performing this task. The training is required one time and shall be completed during the first 90 days of employment. It shall include:
 - (1) prescription labels;
 - (2) medical abbreviations;
 - (3) routes of administration;
 - (4) use of drug reference materials;
 - (5) storage, maintenance, handling, and destruction of medication;
 - (6) documentation requirements; and

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- (7) Procedures for **medication errors**, adverse reactions, and side effects.
- (i) All counselors this includes supervisors working in adolescent programs shall have or receive at least eight hours of specialized education or training in emotional, mental health and **chemical dependency** problems specific to **adolescents** and appropriate adolescent treatment strategies. This training shall be completed within the first 90 days of employment.
- (j) All direct care staff working in detoxification programs shall **complete** detoxification training during the first 90 days of employment. The training is **required** one time only and shall be provided by a physician, physician assistant, **advanced practice nurse**, or registered nurse with at least one year of documented experience in **detoxification**. It shall include:
- (1) signs of withdrawal;
 - (2) observation and monitoring procedures;
 - (3) pregnancy-related complications (if the program admits women);
 - (4) complications requiring transfer;
 - (5) appropriate interventions; and
 - (6) frequently-used medications, including purpose, precautions, and side effects.
- (k) The amount and **type** of training for contract personnel shall be based on the amount of time spent at the facility, **degree** of client contact, and individual qualifications and responsibilities.
- (l) Unless otherwise specified, **video**, **manual**, or computer-based training is acceptable if the supervisor **discusses** the material with the staff person in a face-to-face session to highlight key issues and answer questions.
- (m) The **facility** may accept **documented** training from another organization completed during the year prior to employment if it meets commission requirements.
- (n) The facility shall maintain documentation of all required training for each staff person.

§148.205. Training Requirements Relating to Abuse, Neglect, and Unprofessional or Unethical Conduct.

- (a) Introduction. The **commission** is a party to a joint memorandum of understanding (MOU) with the Texas Department of Health and the Texas Department of Mental Health and Mental Retardation concerning training requirements for identifying **abuse**, **neglect**, and **unprofessional** or **unethical conduct** in health care facilities.
- (b) Memorandum of understanding. The purpose of the MOU is to implement certain

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requirements enacted by Acts 1993, 73rd Legislature, Regular Session, Chapter 573 (Senate Bill 210), which amends Health and Safety Code, Chapter 161, by adding Subchapter K, relating to, "abuse, neglect, and unprofessional or unethical conduct in health care facilities." Section 161.133 requires the Texas Board of Mental Health and Mental Retardation (TXMHMR), the Texas Board of Health (TDH) and the Texas Commission on Alcohol and Drug Abuse (TCADA) to adopt by rule a joint MOU, as set out below, detailing the health facility in service training requirement for identifying patient abuse or neglect and illegal, unprofessional, or unethical conduct by or in the health care facility. In accordance with the referenced legislation, each health care facility is required to annually provide, as a condition of continued licensure, a minimum of eight hours of in service training designed to assist employees and health care professionals associated with the facility in identifying patient abuse or neglect and illegal, unprofessional, or unethical conduct by or in the facility, as such terms are defined in Health and Safety Code, Subchapter K, Chapter 161. Accordingly, TXMHMR, TDH, and TCADA agree as follows.

- (c) Application. If a health care facility provides inpatient mental health, **chemical dependency**, or comprehensive medical rehabilitation services in a separate and distinct unit of the hospital, the requirements of this MOU shall apply to all employees and associated health care professionals who are assigned to, or who provide services on such units.
- (d) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.
 - (1) Health care facility – An inpatient mental health facility, inpatient treatment facility, or hospital that provides comprehensive medical rehabilitation services.
 - (2) Hospital that provides comprehensive medical rehabilitation services – Includes a general hospital and a special hospital.
 - (3) Illegal conduct – Conduct prohibited by law.
 - (4) Inpatient mental health facility – As defined in Texas Health and Safety Code Chapter §571.003, a mental health facility that can provide 24-hour residential and psychiatric services and that is:
 - (A) a facility operated by the TXMHMR;
 - (B) a private mental hospital licensed by the TDH;
 - (C) a community center;
 - (D) a facility operated by a community center or other entity designated by the TXMHMR to provide mental health services;
 - (E) an identifiable part of a general hospital in which diagnosis, treatment, and care for

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persons with mental illness is provided and that is licensed by the TDH; or

(F) A hospital operated by a federal agency.

(5) Inpatient treatment facility – A treatment facility that can provide 24-hour residential and chemical dependency services and that is:

(A) a public or private hospital;

(B) a detoxification facility;

(C) a primary care facility;

(D) an intensive care facility;

(E) a long-term care facility;

(F) a community mental health center;

(G) a recovery center;

(H) a halfway house;

(I) an ambulatory care facility; or

(J) Any other facility that offers or purports to offer **chemical dependency treatment**.

(6) Unethical conduct – Conduct prohibited by the ethical standards adopted by state or national professional organizations for their respective professions or by rules established by the state licensing agency for the respective profession.

(7) Unprofessional conduct – Conduct prohibited under rules adopted by the state licensing agency for the respective profession.

(e) Minimum standards of training program.

(1) The in service training program shall address, at a minimum, the following elements:

(A) Applicable laws and regulations governing patient abuse and neglect, as well as policies and procedures adopted by the governing board of the facility with regard to patient abuse and neglect.

(B) Applicable laws and regulations governing illegal, unprofessional, and unethical conduct, as well as policies and procedures adopted by the governing board of the facility with regard to illegal, unprofessional, and unethical conduct.

(C) Applicable laws and regulations governing patient rights, as well as policies and

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procedures adopted by the governing board of the facility with respect to patient rights.

- (D) Specific types of patient abuse and neglect and how to identify when abuse or neglect is occurring or has occurred.
 - (E) Specific types of illegal, unprofessional, and unethical conduct and how to identify when illegal, unprofessional, or unethical conduct is occurring or has occurred.
 - (F) Requirements and procedures for reporting an incident of patient abuse and neglect, together with the applicable penalties for non-reporting.
 - (G) Requirements and procedures for reporting illegal, unprofessional, and unethical conduct, together with the applicable penalties for non-reporting.
 - (H) The legal protection afforded to employees and associated health care professionals who report patient abuse and neglect and illegal, unprofessional, and unethical conduct.
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- (2) In addition, the training program may include training designed to improve patient care or to prevent abuse or neglect and illegal, unprofessional, and unethical conduct from occurring. This additional training may be customized according to the type of tasks performed by the various employees and health care professionals, their amount of direct patient contact, and the likelihood of their being exposed to patient abuse or neglect and illegal, unprofessional, or unethical conduct. Courses related to improving patient care may include things such as the "Prevention and Management of Aggressive Behavior" (PMAB) or other programs designed to deal with aggressive behavior and crisis intervention, some aspects of existing employee orientation courses, and continuing education courses (continuing medical education, continuing nursing education, continuing education unit) related to improving patient care.
- (3) Each full-time employee or associated health care professional shall receive a minimum of eight hours in service training on identifying patient abuse or neglect and illegal, unprofessional, or unethical conduct. The in service training program shall include the topics outlined in paragraph 1 of this section; in addition, the training may include other topics as outlined in paragraph 2 of this section.
- (4) Although each part-time employee or associated health care professional must receive training as outlined in paragraphs 1 and 2 above, the amount and type of training provided to each part-time employee or associated health care professional may be determined based on a number of factors, including, but not limited to:
- (A) the amount of direct contact the employee or associated health care professional has with patients;
 - (B) the amount of time the employee or associated health care professional spends at

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the health care facility (for example, a consultant who is at the hospital 20 hours a week versus a consultant who works at the health care facility once a month).

- (5) An interim training program that does not meet the minimum requirements set forth in subsection (e), paragraph 1, above, is acceptable until June 1, 1994, to allow for development of a training program that meets the minimum standards of this MOU.
- (f) Means of reporting compliance with requirements.
- (1) Each facility subject to the in service training requirement shall keep a record of the exact content of training provided.
 - (2) Each facility subject to the in service training requirement shall furnish documentation to show that each employee has completed the required training. Documentation shall include:
 - (A) course title;
 - (B) instructor's name;
 - (C) date(s) of course(s);
 - (D) employee or associate health professional's social security number;
 - (E) signature block for employee or associated health care professional to verify that training was received and that he/she is aware of the training objectives; and
 - (F) Length of program presented.
 - (3) The health care facility shall keep the records required in paragraphs (1) and (2) above for five years.
 - (4) A health care facility that utilized an independent contracting agency that supplies health care professionals and/or contract personnel to serve on a full or part time basis in a health care facility may rely on written representations by the independent contracting agency that such health care professionals and/or contract personnel have received in service training on identifying patient abuse or neglect and illegal, unprofessional or unethical conduct. An independent contracting agency shall meet all other requirements of this MOU and shall supply evidence documenting each healthcare professional's and/or contract personnel's compliance with such requirements.
 - (5) Employees and associated health care professionals may fulfill all or some of the training requirement by attending a continuing education program on patient abuse or neglect or illegal, unprofessional, or unethical conduct, provided such program meets the minimum requirements set forth in subsection (e) paragraph (1), above. In addition, briefings regarding the Code of Ethics for the appropriate discipline provided by the discipline head

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or other individual may be used to fulfill a portion of the requirement.

- (6) Each health care facility shall be in compliance with the annual requirement if it can demonstrate that each employee or associated health care professional received the required training over a twelve month period, and that the health care facility provided the required eight hours of in service training over the 12-month period.

(g) Miscellaneous provisions.

- (1) This memorandum of understanding shall be jointly adopted as a rule by the Texas Board of Mental Health and Mental Retardation, the Texas Board of Health, and the Texas Commission on Alcohol and Drug Abuse and shall be effective upon final joint adoption of the rules by the signatory agencies.
- (2) This memorandum may be amended at any time upon the mutual agreement of the agencies and such amendments shall also be made to the jointly adopted rules.

Each agency shall review and modify the memorandum as necessary not later than the last month of each state fiscal year.

E. Client Rights

§148.301. Client Bill of Rights.

(a) The **facility** shall respect and protect **clients'** rights. The Bill of Rights shall include:

- (1) You have the right to a humane environment that provides reasonable protection from harm and appropriate privacy for your personal needs.
- (2) You have the right to be free from **abuse, neglect, and exploitation.**
- (3) You have the right to be treated with dignity and respect.
- (4) You have the right to appropriate treatment in the least restrictive setting available that meets your needs.
- (5) You have the right to be told about the **program's** rules and regulations before you are admitted.
- (6) You have the right to be told before admission:
 - (A) the condition to be treated;
 - (B) the proposed treatment;
 - (C) the risks, benefits, and side effects of all proposed treatment and medication;

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- (D) the probable health and mental health consequences of refusing treatment; and
 - (E) Other treatments that are available and which ones, if any, might be appropriate for you.
- (7) You have the right to accept or refuse treatment after receiving this explanation.
 - (8) If you agree to treatment or medication, you have the right to change your mind at any time (unless specifically restricted by law).
 - (9) You have the right to a treatment plan designed to **meet your needs**, and you have the right to take part in developing that plan.
 - (10) You have the right to meet with **staff** to **review** and update the **plan** on a regular basis.
 - (11) You have the right to refuse to take part in **research** without affecting **your** regular care.
 - (12) You have the right not to receive unnecessary or excessive medication.
 - (13) You have the right not to be **restrained** or placed in a locked room by yourself unless you are a danger to yourself or others.
 - (14) You have the right to **have** information about you kept private and to be told about the times when the **information** can be released without your permission.
 - (15) You have the right to communicate with people outside the facility. This includes the right to have visitors, to make telephone calls, and to send and receive sealed mail. This right may be restricted on an individual basis by your doctor or the person in charge of the program if it is necessary for your treatment or for security, but even then you may contact an attorney or the Texas Commission on Alcohol and Drug Abuse at any reasonable time.
 - (16) You have the right to be told in advance of all estimated charges and any limitations on the length of services that the facility is aware of.
 - (17) You have the right to receive an explanation of your treatment or your rights if you have questions while you are in treatment.
 - (18) If you consented to treatment, you have the right to leave the facility within four hours of requesting release unless a physician determines that you pose a threat of harm to yourself and others.
 - (19) You have the right to make a complaint and receive a fair response from the facility within a reasonable amount of time.
 - (20) You have the right to complain directly to the Texas Commission on Alcohol and Drug

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Abuse at any reasonable time.

- (21) You have the right to get a copy of these rights before you are admitted, including the address and phone number of the Texas Commission on Alcohol and Drug Abuse.
- (22) You have the right to have your rights explained to you in simple terms, in a way you can understand, within 24 hours of being admitted.
- (b) If a client's right to free communication is restricted under the provisions of paragraph (15) of this section, the physician or program director shall document the clinical reasons for the restriction and the duration of the restriction in the client record. The physician or program director shall also inform the client, and, if appropriate, the client's **consenter** of the clinical reasons for the restriction and the duration of the restriction.

§148.302. Client Grievances.

- (a) The **facility** shall have a written **client** grievance procedure.
- (b) Staff shall give each client and **consenter** a copy of the grievance procedure within 24 hours of admission and explain it in clear, simple terms that the client understands.
- (c) The grievance procedure shall tell clients that they can:
 - (1) file a grievance about any violation of client rights or **commission** rules;
 - (2) submit a grievance in writing and get help writing it if they are unable to read or write;
 - (3) Request writing materials, postage, and access to a telephone for the purpose of filing a grievance.
- (d) The procedure shall also inform clients that they can submit a complaint directly to the commission at any time and include the current mailing address and toll-free telephone number of the commission's investigations division.
- (e) The facility shall have a written procedure for **staff** to follow when responding to client grievances. The facility shall:
 - (1) evaluate the grievance thoroughly and objectively, obtaining additional information as needed;
 - (2) provide a written response to the client within seven calendar days of receiving the grievance;
 - (3) take action to resolve all grievances promptly and fairly; and

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(4) Document all grievances, including the final disposition, and keep the documentation in a central file.

(f) The facility shall not:

- (1) discourage, intimidate, harass, or seek retribution against clients who try to exercise their rights or file a grievance; or
- (2) Restrict, discourage, or interfere with client communication with an attorney or with the commission for the purposes of filing a grievance.

§148.303. Client Abuse, Neglect, and Exploitation.

(a) Any person who receives an allegation or has reason to suspect that a **client** has been, is, or will be **abused, neglected, or exploited** by any person shall immediately inform the **commission's** investigations division and the **facility's** chief executive officer or designee. If the allegation involves the chief executive officer, it shall be reported to the commission's investigations division and the facility's governing body.

(1) The person shall also report **allegations of child abuse or neglect** to the Texas Department of Protective and Regulatory Services as required by the Texas Family Code §261.101.

(2) The person shall also report allegations of abuse or neglect of an elderly or disabled individual to the Texas Department of Protective and Regulatory Services as required by the Texas Human Resources Code §48.051.

(b) If the allegation involves **sexual exploitation**, the chief executive officer shall comply with reporting requirements listed in the Civil Practice and Remedies Code §81.006.

(c) The chief executive officer shall take immediate action to prevent or stop the abuse, neglect, or exploitation and provide appropriate care and treatment.

(d) The chief executive officer or designee shall ensure that a verbal report has been or is made to the commission's investigations division as required in subsection (a) of this section.

(e) The person who reported the incident shall submit a written incident report to the chief executive officer within 24 hours.

(f) The chief executive officer shall send a written report to the commission's investigations division within two working days after receiving notification of the incident. This report shall include:

- (1) the name of the client and the person the allegations are against;

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- (2) the information required in the incident report or a copy of the incident report;
- (3) Other individuals, organizations, and law enforcement notified.
- (g) The chief executive officer or designee shall also notify the legal **consenter**. If the client is the legal consenter, family members and significant others may be notified only if the client gives written consent.
- (h) The facility shall investigate the complaint and take **appropriate** action unless otherwise directed by the commission's investigations division. The **investigation** and the results shall be documented.
- (i) The facility shall take action needed to prevent **any confirmed incident** from recurring.
- (j) The facility shall:
 - (1) document all investigations and resulting actions and **keep** the documentation in a central file;
 - (2) have a written policy that clearly **prohibits** the abuse, **neglect**, and exploitation of clients;
 - (3) Enforce the policy and provide **appropriate sanctions** for confirmed violations.

§148.311. Program Rules.

- (a) The **facility** shall establish **appropriate** written rules to protect the health, safety, and welfare of all **clients**.
- (b) The **consequences** for violating **program** rules shall be defined in writing and shall include clear **identification** of violations that may result in **discharge**. The consequences shall be reasonable, **appropriate** and shall not include:
 - (1) physical **discipline** or measures involving the use of food, water, sleep, or bathroom privileges; or
 - (2) Discipline that is **authorized**, supervised, or carried out by clients.
- (c) Every client shall be informed verbally and in writing of the program rules and consequences for violating the rules at the time of **admission**.
- (d) The facility shall enforce the rules fairly and objectively and shall not implement consequences for the convenience of **staff**.

§148.312. Client Labor.

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- (a) The **facility** shall not hire **clients** to fill **staff** positions. Former clients are not eligible for employment at the facility until at least two years after documented **discharge** from active treatment from the facility.
- (b) Clients may be required or allowed to work for the facility only when the following conditions are met.
 - (1) Work responsibilities (and compensation, if applicable) are defined in writing.
 - (2) Staff explains mandatory work requirements before admission.
 - (3) The client gives voluntary written consent to the work.
 - (4) Work does not interfere or conflict with treatment.
 - (5) Work does not endanger client safety or well-being.
 - (6) Work does not involve access to client records.
 - (7) Work arrangements do not violate client confidentiality.
 - (8) The facility provides appropriate equipment, supplies, instruction, and assistance.
- (c) The facility shall not require clients to participate in any fund raising or publicity for the facility.
- (d) The facility and its staff members shall not enter into a business relationship with any client, give a personal gift to a client, or accept a personal gift of value from a client until at least two years after documented discharge.

§148.313. Restraint and Seclusion.

- (a) The governing body shall adopt a policy to either authorize or prohibit the use of **personal restraint, mechanical restraint, and seclusion**. All **adolescent** residential programs and programs accepting emergency detentions shall authorize use of personal restraint. Any facility authorizing use of restraint or seclusion shall have a written procedure that ensures compliance with this section.
- (b) In programs authorizing use of restraint or seclusion, **direct care staff** shall be trained as described in §148.203 of this title (relating to Staff Training).
- (c) Staff shall not use restraint or seclusion unless a **client's** behavior endangers the client or others and less restrictive methods have been tried and failed.
- (d) Staff shall not use more force than is reasonable and necessary to prevent imminent harm and shall ensure the safety, well-being, and dignity of clients who are restrained or secluded,

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including attention for personal needs.

- (e) Staff shall obtain authorization from the supervising **qualified credentialed counselor** before starting restraint or seclusion or as soon as possible after implementation.
 - (1) The facility shall not use standing authorizations for restraint or seclusion.
 - (2) Authorization for mechanical restraint or seclusion shall **be** based on a face-to-face evaluation.
 - (3) Each authorization shall include a specific time limit, **not to exceed** 12 hours.
- (f) When the client has been safely restrained or **secluded**, staff **shall** tell the client what behavior and timeframes are required for release **and** shall release the client as soon as the criteria are met.
- (g) Clinical staff shall review and document alternative strategies for dealing with behaviors necessitating the use of restraint or seclusion **two or more times** in any 30-day period.
- (h) The chief executive officer or designee shall review all incident reports involving restraint or seclusion and take action to address **unwarranted use of these measures**.
- (i) A client held in restraint shall **be under continuous direct observation**. The facility shall ensure adequate circulation **during mechanical restraint** and shall only use devices designed for therapeutic restraint.
- (j) Seclusion rooms shall **be set up to prevent clients** from harming themselves and shall allow staff to observe clients **easily in all parts of the room**. When a client is in seclusion, staff shall conduct a **visual check every 15 minutes**.
- (k) The **facility** shall have a written procedure that ensures compliance with this section.
- (l) Staff shall record the following information in the client record within 24 hours:
 - (1) the circumstances leading to the client's loss of control;
 - (2) the specific **behavior** necessitating the restraint or seclusion and the behavior required for release;
 - (3) less restrictive interventions that were tried before restraint or seclusion began;
 - (4) the signed authorization of the supervising qualified credentialed counselor;
 - (5) the names of the staff members who implemented the restraint or seclusion;
 - (6) the date and time the procedure began and ended;

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- (7) the behavior and timeframes required for release;
- (8) the client's response;
- (9) observations made, including the 15 minute checks; and
- (10) Attention given for personal needs.

§148.315. Responding to Emergencies.

- (a) The **facility** shall ensure that **staff** has the training and **resources** necessary to protect the health and safety of **clients** and other individuals during **medical and psychiatric emergencies**.
- (b) The facility shall have written procedures for responding to medical and psychiatric emergencies.
- (c) Emergency numbers shall be posted by all phones.
- (d) The facility shall have adequate first aid supplies that are visible or well labeled and easy to access at all times.

§148.316. Searches

- (a) All residential **facilities** shall adopt a written policy on **client** searches. Client searches include personal searches and searches of a client's property or sleeping quarters. If client searches are allowed, the facility shall adopt a written search procedure that ensures the protection of client rights.
- (b) Client searches may only be conducted to protect the health, safety, and welfare of clients, including detection of drugs and weapons.
- (c) Searches shall be conducted in a professional manner that maintains respect and dignity for the client. The facility shall not conduct a directly observed strip search of any client.
- (d) A witness shall be present during all client searches.
- (e) **Staff** and witnesses involved in a personal search shall be the same gender as the client.
- (f) All client searches shall be documented in the client record, including the reason for the search, the result of the search, and the **signatures** of the individual conducting the search and the witness.

F. Program Services

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§148.401. Requirements Applicable to All Programs (Residential and Outpatient)

- (a) The **facility** shall, to the greatest extent possible, provide **clients** access to a full continuum of care within the facility or establish agreements with other service providers to give clients access to treatment settings and levels it does not provide.
- (b) The level of care received by clients shall be modified as needed during the course of treatment to meet individual client needs.
- (c) The facility shall provide the minimum services required for each licensed level of care.
 - (1) Level I shall provide medication and nursing care to manage the client's withdrawal symptoms. The program shall also provide **motivational interviewing** and **brief interventions and therapies** to enhance the client's understanding of addiction, address immediate needs, motivate the client to participate in on-going treatment, and prepare the client for **discharge** or transfer. The number of hours and content of the services for each client shall be based on the individual's condition and needs identified during assessment.
 - (2) Level II shall provide an average of at least 20 hours of treatment services per week for each client, comprised of at least three hours of **chemical dependency counseling** (including at least one hour of individual counseling) and 17 hours of additional counseling, **chemical dependency education**, and/or **life skills training**.
 - (3) Level III shall provide an average of at least ten hours of treatment services per week for each client, comprised of at least two hours of chemical dependency counseling (including at least one hour of individual counseling every other week) and eight hours of additional counseling, chemical dependency education, and/or life skills training.
 - (4) Level IV shall provide an average of at least two hours of counseling per week including at least one hour of individual counseling per month. Additional hours of service, if provided, may include counseling, education, and/or life skills training.
- (d) Group size shall be limited to a number that allows effective interaction between the group and **counselor** and among group members.
 - (1) Group counseling sessions are limited to a maximum of 16 clients.
 - (2) Group education and life skills training sessions are limited to a maximum of 35 clients. This limit does not apply to multi-family educational groups, seminars, outside speakers, or other events designed for a large audience.
- (e) Chemical dependency education and life skills training shall follow a written curriculum. All educational sessions shall include client participation and discussion of the material presented and how it relates to the clients' individual treatment goals.

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- (f) The **program** shall provide education about tuberculosis, **HIV**, Hepatitis B and C, and sexually transmitted diseases based on the Texas Commission on Alcohol and Drug Abuse Workplace and Education Guidelines for HIV and Other Communicable Diseases.
- (g) The program shall provide education about the health risks of tobacco products and nicotine addiction and shall encourage abstinence from tobacco products.
- (h) The program shall provide access to screening for tuberculosis and testing for HIV antibody, Hepatitis C, and sexually transmitted diseases.
 - (1) HIV antibody testing shall be carried out by an entity **approved** by the Texas Department of Health.
 - (2) If a client tests positive, the program shall **refer** the client to an **appropriate** health care provider.
- (i) The program shall refer clients to physical health, **mental** health, and ancillary services if those services are not available **through** the program and are necessary to meet treatment goals and shall conduct follow-up.
- (j) Individuals shall not be denied admission or **discharged** from treatment because they are taking prescribed medication.

§148.403. General Staffing Requirements (Residential and Outpatient).

- (a) The **facility** shall **maintain** an **adequate** number of qualified **staff** to comply with licensure rules, provide appropriate and individualized treatment, and protect the health, safety, and welfare of **clients**.
- (b) **Direct care staff** shall be awake and on site during all hours of program operation.
- (c) Each program shall set limits on caseload size that ensure effective, individualized treatment. The **program** shall justify the caseload size in writing based on the program design, characteristics and needs of the population served, and any other relevant factors.
- (d) All **personnel** shall receive the training and supervision necessary to ensure compliance with **commission** rules, provision of appropriate and individualized treatment, and protection of client health, safety and welfare.
- (e) Individuals responsible for planning, directing, or supervising Level II, III, and IV treatment shall be **qualified credentialed counselors (QCCs)**. The clinical program director shall have at least two years of post-licensure experience providing **chemical dependency treatment**.
- (f) **Chemical dependency counseling, education, and life skills training** shall be provided by

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counselors or individuals who have the specialized education, expertise, and/or experience needed to teach the material.

- (g) All **counselor interns** shall work under the direct supervision of a qualified credential counselor as required in Chapter 150 of this title (relating to Counselor Licensure).
- (h) Mental health services shall be provided by:
 - (1) a **qualified mental health professional**; or
 - (2) AN LCDC who has received additional training and **achieved** competence in working with chemically dependent individuals with co-occurring mental health conditions. At a minimum, the training must include 45 education hours in mental health and 2,000 hours of documented work experience under the supervision of a **qualified** mental health professional.
- (i) **Counselors** shall not provide group or individual **counseling** focused on trauma, abuse, or sexual issues unless they are licensed and **have** specialized education/training and supervised experience in the subject. At a minimum, LCDCs providing these services must have 45 education hours and 2,000 hours of documented work experience under the supervision of a **qualified** mental health professional.
- (j) One or more direct care **staff** trained in non-violent crisis intervention shall be on duty and on site at all times that **the program** is in operation. In residential programs, one or more direct care staff certified in CPR shall also be on duty and on site at all times that the program is in operation.
- (k) The facility shall not allow its clients to **serve** as staff. Former clients shall not be hired until at least two years after **discharge** from active treatment at the facility.

§148.405. Additional Requirements for Level I (Residential or Outpatient Detoxification).

- (a) The **program** shall have a medical director who is a licensed physician. The medical director shall be responsible for **admission**, diagnosis, medication management, and **client** care.
- (b) The medical director shall approve all medical policies, procedures, guidelines, tools, and the medical content of all forms, which shall include:
 - (1) **screening** instruments and procedures;
 - (2) treatment protocol or standing orders for each major drug category; and
 - (3) Emergency procedures.
- (c) In residential programs, **direct care staff** shall be awake and on duty where the clients are located 24 hours a day.

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- (1) During day and evening hours, at least two awake staff shall be on duty for the first 12 clients, with one more person on duty for each additional one to 16 clients.
- (2) At night, at least one awake staff member shall be on duty for the first 12 clients, with one more person on duty for each additional one to 16 clients. Night staff shall conduct and individually document in client records at least three checks while clients are sleeping.
- (d) Residential programs shall have a licensed vocational nurse **or** registered nurse on duty for at least eight hours every day and a physician on call 24 hours a day.
- (e) In outpatient programs, a licensed vocational nurse **or** registered nurse shall be on duty during all hours of operation. Clients shall have access to an on-call health care professional with detoxification experience 24 hours a day.
- (f) The program shall ensure continuous access to emergency medical care.
- (g) Direct care staff shall complete training in detoxification as described in §148.203 of this title (relating to Staff Training) and in restraint and/or seclusion as described in §148.313 of this title (relating to Restraint and Seclusion). Training in restraint and seclusion is required only if those procedures are authorized by policy.

§148.406. Additional Requirements for Level II, III, and IV Residential Services.

- (a) In **adult** Level II residential programs, the **direct care staff-to-client** ratio shall be at least 1:16 when clients are awake and 1:32 during sleeping hours.
- (b) In adult Level III and IV residential programs, the direct care staff-to-client ratio shall be at least 1:20 when clients are awake and 1:50 during sleeping hours.
- (c) Direct care staff included in staff-to-client ratios shall not have job duties that prevent ongoing and consistent client supervision.
- (d) The program shall have at least one **counselor** on duty at least eight hours a day, Monday through Saturday.
- (e) The program shall **provide** planned, structured activities during evenings and weekends in addition to the required treatment services. The minimum number of additional hours is 10 for adults and 15 for **adolescents**.
- (f) Clients in residential programs shall have an opportunity for eight continuous hours of sleep each night. Staff shall conduct and document at least three checks while clients are sleeping.
- (g) Every residential program shall adopt medication procedures so that clients can take medication during treatment.

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- (h) Residential programs shall provide three meals for every client. Meals shall provide a balanced and nutritious diet. Records of menus as served shall be maintained for 30 days after the date of the serving.
 - (1) The program shall provide modified diets to residents who require them as determined by a **licensed health professional**. Special diets shall be prepared in consultation with a licensed dietitian.
 - (2) All food shall be selected, stored, prepared, and served in a safe, healthy manner.
 - (3) When meals are provided by a contracted food service, a written contract shall require the food service to pass an annual kitchen health inspection by the local health authority or the Texas Department of Health.
- (i) Residential programs shall ensure clients have access to appropriate physical and mental health services.

§148.411. Additional Requirements for Adolescent Programs (Residential and Outpatient).

- (a) The **facility** shall maintain separation between **adults and adolescents** except during family-based treatment activities. Residential facilities shall have separate sleeping areas, bedrooms, and bathrooms for adults and adolescents and for males and females.
- (b) Residential and Level II outpatient programs shall provide access to education approved by the Texas Education Agency within three school days of admission when treatment is expected to last more than 14 days.
- (c) The **program's** treatment services, lectures, and written materials shall be age-appropriate and easily understood by **clients**.
- (d) The facility shall allow regular communication between an adolescent client and the client's family and shall not arbitrarily restrict any communications without clear individualized clinical justification documented in the client record.
- (e) The facility shall ensure that **staff** who plan, supervise, or provide adolescent treatment have specialized education or training as required in §148.203 of this title (relating to Staff Training). This applies to counselors but not to other direct care staff.
- (f) In residential programs, the **direct care staff**-to-client ratio shall be at least 1:8 during waking hours (including program-sponsored activities away from the facility) and 1:16 during sleeping hours. In Level II outpatient programs, the direct care staff-to-client ratio shall be at least 1:8.
- (g) Clients shall be under direct supervision at all times.

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- (h) The treatment plan shall address adolescent needs and issues and family relationships.
- (i) The program shall involve the adolescent's family or an alternate support system in the treatment process or document why this is not happening.
- (j) The program shall prohibit adolescent clients from using tobacco products on the program site. Staff and other adults (volunteers, clients, and visitors) shall not use tobacco products in the presence of adolescent clients on site.
- (k) The facility shall have written procedures that staff use when an adolescent leaves a program without permission. As stated in §148.102, this applies only to residential programs.

§148.412. Correctional Facilities.

- (a) **Programs** located in correctional facilities are not required to meet **commission** standards in areas under the control of the correctional facility. Correctional mandates shall take precedence when correctional requirements conflict with commission requirements.
- (b) A correctional facility is an institution operated under the jurisdiction of federal, state or local government used to confine individuals who have been convicted of a crime and sentenced to a period of incarceration. Correctional facilities include prisons, jails, and youth detention centers but exclude community-based organizations serving individuals mandated to treatment by the judicial or correctional system.
- (c) The commission may grant variances to community-based treatment facilities that contract with correctional authorities when correctional requirements conflict with commission requirements.

§148.413. Court Commitment Services.

- (a) **Facilities** accepting court commitments shall be licensed to provide the appropriate level of service:
 - (1) emergency detention: Level I or Level II residential services;
 - (2) **adult** inpatient involuntary commitments: Level II or Level III residential services for adults;
 - (3) adult outpatient involuntary commitments: Level II or Level III outpatient services;
 - (4) juvenile inpatient commitments: Level II residential services for **adolescents**;
 - (5) Juvenile outpatient commitments: Level II or Level III outpatient services for adolescents.
- (b) The facility's court commitment program shall comply with the Texas Health and Safety

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Code, Chapter 462.

- (c) The facility shall report unauthorized departures to the referring courts. Verbal report shall be made immediately, with written confirmation within 24 hours.
- (d) The program shall provide the judiciary with sufficient written information about its program design, treatment methods, and admission processes, lengths of stay and continuum of care to assist the judiciary in committing appropriate **clients to the facility**.
- (e) The program shall accept all chemical dependency clients brought to the facility under an emergency detention warrant, order of protective custody, or civil court order for treatment. A formal **screening** and assessment is not required before **admission**.
- (f) A program that accepts emergency detentions shall adopt a written policy authorizing use of restraint and/or seclusion and implement procedures that conform with §148.313 of this title (relating to Restraint and Seclusion).
- (g) The client record shall contain documentation of the conditions and/or behaviors that caused the client's entry into the civil court commitment process.
- (h) The client record shall also contain copies of the legal documents required for civil court commitment as specified by Texas Health and Safety Code, Chapter 462.
- (i) The facility shall provide training for at least two designated staff to ensure they understand and comply with court commitment statutes, regulations, and procedures.

§148.421. Screening and Admission Authorization

- (a) Every individual admitted to a Level I treatment program shall meet the **DSM-IV** criteria for substance intoxication or withdrawal.
- (b) Every person admitted to a Level II, III, or IV treatment program shall meet the DSM-IV criteria for substance abuse or dependence.
- (c) **Adults and adolescents** shall be treated in separate programs.
 - (1) Adolescent programs serve youth 13 to 17 years of age. However, children aged 10 to 12 and young adults aged 18 to 21 may be admitted to an adolescent program when the screening process indicates the individual's needs, experiences, and behavior are similar to those of adolescent clients.
 - (2) Adult programs serve individuals 18 years of age or older. However, adolescents aged 16 or 17 may be admitted to an adult program when they are referred by the adult criminal justice system or when the screening process indicates the individual's needs, experiences, and behavior indicate that the individual's needs, experiences, and behavior are similar to those of adult clients.

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- (3) Every exception to the general age requirements shall be clinically justified and documented and approved in writing by the program director.
- (d) The facility shall use the Texas Department of Insurance criteria to place applicants in the most appropriate level of care accessible to them at the facility or through **referral**. Exceptions shall be clinically justified in writing and approved by the program director.
- (e) A qualified professional shall conduct a face-to-face examination of each applicant to establish the Axis I diagnosis, assess withdrawal potential, and determine the need for treatment and the type of treatment to be provided. The examination shall identify potential mental health problems that warrant further assessment.
 - (1) In programs providing Level I treatment, the examination shall be conducted by a physician, physician assistant, **advanced nurse practitioner**, or registered nurse.
 - (2) In programs providing Level II, III, or IV treatment, a **counselor** shall conduct the examination.
- (f) A qualified professional shall authorize each admission in writing and specify the type of care to be provided. If the examining professional is not qualified to authorize admission, the authorizing professional shall review the results of the examination and meet with the applicant face-to-face before authorizing admission. The authorization shall be documented in the client record and shall contain sufficient documentation to support the diagnosis and the placement decision.
 - (1) All admissions to Level I treatment shall be authorized by a physician, physician assistant, **advanced nurse practitioner**, or registered nurse. Each admission authorization shall be verified and co-signed by a physician within 72 hours. If the physician determines an admission was not appropriate, the client shall be transferred to an appropriate service provider.
 - (2) In programs providing Level II, III or IV treatment, a **QCC** shall authorize the admission.
- (h) If an individual is not admitted, the program shall refer and assist the applicant to obtain appropriate services.
- (i) When an applicant is denied admission, the facility shall maintain documentation signed by the examining professional who includes the reason for the denial and all referrals made.

§148.422. Intake and Consent to Treatment.

- (a) Before **admission**, a trained **staff** member shall collect and document information about the **client's** financial resources and insurance benefits.
- (b) The facility shall obtain written authorization from the **consenter** before providing any

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treatment or medication. The consent form shall be dated and signed by the client, the consenter, and the staff person providing the information, and shall document that the client and consenter have received and understood the following information:

- (1) the specific condition to be treated;
 - (2) the recommended course of treatment;
 - (3) the expected benefits of the treatment;
 - (4) the probable health and mental health consequences of not consenting;
 - (5) the side effects and risks associated with the treatment; and
 - (6) Any generally accepted alternatives and whether an alternative might be appropriate.
- (c) Before admission, the **facility** shall also provide the client and consenter with the following information in writing:
- (1) the estimated average daily charge, including an explanation of any services that may be billed separately;
 - (2) the qualifications of the staff who will provide the treatment;
 - (3) the name of the **primary counselor**;
 - (4) the Client Bill of Rights as specified in §148.301 of this title (relating to Client Bill of Rights);
 - (5) the client grievance procedure;
 - (6) **the program** rules, including rules about visits, telephone calls, mail, and gifts, as applicable;
 - (7) violations that can lead to disciplinary action or **discharge**;
 - (8) any consequences or searches used to enforce program rules;
 - (9) the facility's services and treatment process; and
 - (10) Opportunities for family or significant others to be involved in treatment.
- (d) This information shall be explained to the client and consenter in simple, non-technical terms within 24 hours of admission. If an emergency or the client's physical or mental condition prevents the explanation from being given within 24 hours, staff shall document the circumstances in the client record and present the explanation as soon as possible. Documentation of the explanation shall be dated and signed by the client, the consenter, and

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the staff person providing the explanation.

- (e) The client record shall include a copy of the Client Bill of Rights dated and signed by the client and consentor.
- (f) If possible, all information shall be provided in the consentor's primary language.

§148.423. Initial Assessment.

- (a) A **counselor** shall conduct and document a comprehensive **assessment** of each **client** admitted to the **facility**. The assessment shall provide **comprehensive** information about the client's past and present status that provides a **thorough understanding** of the following areas:
 - (1) presenting problems and circumstances **leading to admission**;
 - (2) alcohol and other drug use, past and present;
 - (3) past psychiatric and chemical **dependency** treatment;
 - (4) significant medical history and **current health status**;
 - (5) family structure;
 - (6) **current living situation**;
 - (7) relationships with family of origin, nuclear family, and significant others;
 - (8) **social history**;
 - (9) **education and vocational training**;
 - (10) **employment history and current status**;
 - (11) **legal history and current legal status**;
 - (12) **emotional state and behavioral functioning**, past and present; and
 - (13) Strengths and weaknesses.
- (b) If the screening identifies a potential mental health problem, the facility shall obtain a mental health assessment and seek appropriate mental health services when resources for mental health assessments and/or services are available internally or through **referral** at no additional cost to the program. These services shall be provided by a facility authorized to provide such services or a qualified professional as described in §148.303(h) of this title

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(relating to General Staffing Requirements (Residential and Outpatient)).

- (c) The assessment shall result in a comprehensive diagnostic impression. The diagnostic impression shall include **DSM-IV** Axes I, IV, and V and may include Axes II and III.
- (d) The assessment shall result in a comprehensive listing of the client's problems and needs.
- (e) The assessment shall be signed by a **QCC** and filed in the client record within three individual service days of admission.
- (f) The program may accept an assessment from an outside source if:
 - (1) it meets the **commission's** criteria;
 - (2) it was completed during the 30 days preceding admission or is received directly from a facility that is transferring the client; and
 - (3) A counselor reviews the information with the client and documents an update.
- (g) For residential clients in Levels II, III, and IV, a **licensed health professional** shall conduct an assessment of the client's physical health status within 96 hours of admission. The facility may accept a health assessment from an outside source completed no more than 30 days before admission or received directly from a transferring facility. If the client has any physical complaints or indications of medical problems, the client shall be referred to a physician, physician assistant, or **advanced nurse practitioner** for a history and physical examination. The examination, if needed, shall be completed within a reasonable time frame and the results filed in the client record.
- (h) Each Level I client shall have a history and physical examination signed by a physician, physician assistant, or advanced nurse practitioner.
 - (1) Residential clients shall have the history and physical examination completed and filed within 24 hours of admission. The program may accept an examination completed during the 24 hours preceding admission if it is approved by the program's physician, physician assistant, or advanced practice nurse.
 - (2) Outpatient clients shall have the history and physical examination completed and available for review by program staff before admission.

§148.424. Treatment Planning and Implementation.

- (a) The **counselor** and **client** shall work together to develop an individualized, written treatment plan that addresses problems and needs identified in the **assessment**. When appropriate, family and/or significant others shall also be involved.
 - (1) When the client needs services not offered by the **facility**, appropriate **referrals** shall be

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made and documented in the client record.

- (2) The client record shall contain justification when identified needs are temporarily deferred or not addressed during treatment.
- (b) The treatment plan shall include goals, objectives, and strategies.
 - (1) Goals shall be based on the client's problems/needs, strengths, and preferences.
 - (2) Objectives shall be individualized, realistic, measurable, time specific, appropriate to the level of treatment, and clearly stated in behavioral terms.
 - (3) Strategies shall describe the type and frequency of the specific services and interventions needed to help the client achieve the identified goals.
- (c) The treatment plan shall include the criteria for discharging or transferring the client to another level of care. The Texas Department of Insurance criteria shall be used as a general guideline for determining when clients are appropriate for transfer or **discharge**, but individualized criteria shall be specifically developed for each client.
- (d) The treatment plan shall include initial plans for discharge. The discharge plans shall be updated as the client progresses through treatment.
- (e) The treatment plan shall identify the client's primary counselor and shall be dated and signed by the client and the counselor. When the counselor is an intern or graduate, a **QCC** shall review and sign the treatment plan.
- (f) The treatment plan shall be completed and filed in the client record with five individual service days of admission.
- (g) The **program** shall implement the treatment plan. The progress notes shall reflect that every goal and objective is addressed regularly or as needed during the course of treatment and shall document when a goal or objective is completed.
- (h) Program staff shall document all treatment services (**counseling, chemical dependency education, and life skills training**) in the client record within 72 hours, including:
 - (1) the date, nature, and duration of the contact;
 - (2) the topic of the session and the goals and/or objectives addressed;
 - (3) the client's response; and
 - (4) The signature and credentials of the person providing the service.
- (i) In addition to the items in subsection (h) of this section, individual and group counseling notes

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shall include:

- (1) clinical observations made during the session, including the client's mental status; and
 - (2) Changes in client circumstances and new issues or needs identified during the session.
- (j) All residential programs and Level II outpatient programs shall write a weekly summary note describing the client's response to treatment over the course of the week. Information documented in other progress notes does not need to be repeated in the weekly summary. The weekly summary shall be completed within 72 hours of the end of the treatment week and shall include:
- (1) significant events and changes in the client's circumstances;
 - (2) clinical observations, including the client's mental status;
 - (3) progress towards specific goals and objectives; and
 - (4) New issues or needs identified.
- (k) The treatment plan shall be evaluated on a regular basis and revised as needed to reflect the ongoing reassessment of the client's problems, needs, and response to treatment.
- (l) The primary counselor shall meet with the client to evaluate the treatment plan at appropriate intervals defined in writing by the program. At a minimum, treatment plans shall be reviewed midway through the projected duration of treatment. The treatment plan shall also be reviewed and revised when there is a significant change in the client's status.
- (m) The treatment plan review shall include:
- (1) an evaluation of the client's progress toward each goal and objective;
 - (2) revision of the goals, objectives and discharge plans as needed; and
 - (3) An assessment of the continued appropriateness of the current treatment level.
- (n) Treatment plan reviews shall be dated and signed by the client, the counselor and the supervising QCC, if applicable.
- (o) When a client is transferred to a new level of care, the client record shall contain:
- (1) clear documentation of the decision signed by a QCC, including the rationale and the effective date; and
 - (2) A revised treatment plan.

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§148.426. Discharges.

- (a) The **program** shall plan all **discharges** with **clients**, **consenters**, and other service providers to provide reasonable protection and continuity of services to the client.
 - (1) When a client is **referred** or transferred to another chemical dependency or mental health service provider for continuing care, the facility shall contact the receiving program before the client is discharged to make arrangements for the transfer.
 - (2) Coordination activities shall be documented in the client record.
 - (3) With proper client consent, the facility shall provide the receiving program with copies of relevant parts of the client's record.
- (b) The program shall involve the client's family or an alternate support system in the discharge planning process when appropriate.
- (c) Discharge planning shall be completed before the client's scheduled discharge.
- (d) A written discharge plan shall be developed to address ongoing client needs, including:
 - (1) individual goals or activities to sustain recovery;
 - (2) referrals; and
 - (3) **Aftercare** services, if applicable.
- (e) The completed discharge plan shall be dated and signed by the counselor, the client, and the consenter (if applicable).
- (f) The program shall give the client and consenter a copy of the plan, and file the original signed plan in the client record.
- (g) The program shall complete a discharge summary for each client within 30 days of discharge. The discharge summary shall be signed by a **QCC** and 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 client's progress towards goals;
 - (5) reason for discharge; and

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(6) Referrals and recommendations, including arrangements for aftercare.

(h) The **facility** shall contact each client no later than 90 days after discharge from the facility and document the individual's current status or the reason the contact was unsuccessful.

G. Medication

§148.501. General Provisions for Medication.

- (a) All **facilities** that provide medication shall implement written procedures for medication storage, administration, documentation, inventory, and disposal.
- (b) Prescription medication shall be used only for therapeutic and medical purposes and shall be administered as prescribed by an appropriately licensed professional.
- (c) Single doses of prescription medication shall be prepared and packaged by a licensed pharmacist or physician.
- (d) The facility shall ensure that staff that provides medication are properly credentialed and trained.
- (e) The program shall have the phone number of a pharmacy and a comprehensive drug reference manual easily accessible to staff.

§148.502. Medication Storage.

- (a) Prescription and over-the-counter medications, syringes, and needles shall be kept in locked storage and accessible only to staff who are authorized to provide medication.
- (b) Clients may keep prescription or over-the-counter medication in their personal possession on site with written authorization from the program director. Staff shall ensure that authorized clients keep medication on their persons or safely stored and inaccessible to other clients.
- (c) The program shall store all medications, syringes, and needles in their original containers under appropriate conditions.
- (d) The facility shall ensure that stock prescription medications are stored in a licensed pharmacy or physician's office and dispensed by a pharmacist or physician as required by the Texas Occupations Code, Subtitle J.
- (e) The facility shall ensure that prescription medication is in a container labeled by the pharmacy.

§148.503. Medication Inventory and Disposal.

- (a) The program shall use an effective system to track and account for all prescription

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medication.

- (b) **Staff** shall inventory and inspect all stored prescription medication at least daily using a centralized medication inventory form.
- (c) The staff member conducting the inventory shall **sign** and date the inventory sheet. When a discrepancy exists between the administration record and the inventory count form, a note explaining the reason for the discrepancy or action taken to **reconcile**/correct the discrepancy shall be signed by the staff member conducting the inventory and kept with the medication inventory forms.
- (d) Staff shall separate unused and outdated medication immediately and dispose of it within 30 days.
- (e) Methods used for disposal shall prevent medication from being retrieved, salvaged, or used. Two staff members shall witness and document disposal, including amount of medication disposed of and method used.

§148.504. Administration of Medication.

- (a) **Staff** shall provide and discontinue medication exactly as prescribed.
- (b) Prescription medication shall be administered only by nurses and other staff who are legally authorized to administer medication.
- (c) **Clients** may self-administer medication under the supervision of staff who are trained as described in §148.203 of this title (relating to Staff Training).
- (d) Each dose of prescription and over-the-counter medication taken by the client shall be documented in the client's record.
- (e) The medication record shall include:
 - (1) the client's name;
 - (2) drug allergies (or the absence of known allergies);
 - (3) the name and dose of each medication;
 - (4) the frequency and route of each medication;
 - (5) the date and time of each dose; and
 - (6) The **signature** of the staff person who administered or supervised each dose.
- (f) The facility shall document the circumstances and reason for any missed doses.

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- (g) When a client appears to have an adverse reaction to medication, a staff member shall:
- (1) notify the prescribing professional or another physician, dentist, podiatrist, physician assistant or **advanced practice nurse** (preferably the prescribing professional);
 - (2) complete an incident report; and
 - (4) Document the facts in the client record, including the date **and** time of notification and any other action taken.

H. Residential Physical Plant Requirements

§148.601. General Physical Plant Provisions.

- (a) Physical plant requirements apply only to residential programs.
- (b) The residential **program** shall have a certificate of occupancy from the local authority that reflects the current use by the occupant or documentation that the locality does not issue occupancy certificates.
- (c) The entire **residential site**, including grounds, buildings, electrical and mechanical systems, appliances, equipment, and furniture shall be structurally sound, in good repair, clean, and free from health and safety hazards.
- (d) The water supply shall be of safe, sanitary quality, suitable for use, and adequate in quantity and pressure. The water shall be obtained from a water supply system approved by the Texas Natural Resource Conservation Commission (TNRCC).
- (e) Sewage shall be discharged into a state-approved sewage system or septic system; otherwise, the sewage shall be collected, treated, and disposed of in a manner which is approved by TNRCC.
- (f) Mobile homes, recreational vehicles, and campers shall not be used for **client** sleeping areas.

§148.602. Required Inspections.

The **residential site** shall pass all required inspections and keep a current file of reports and other documentation needed to demonstrate compliance with applicable laws and regulations. The inspections shall be signed, dated, and free of any outstanding corrective actions. The following inspections are required:

- (1) annual inspection by the local certified fire inspector or the state fire marshal;
- (2) annual inspection of the alarm system by the fire marshal or an inspector authorized to install and inspect such systems;

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- (3) quarterly fire alarm system test by facility staff;
- (4) annual kitchen inspection by the local health authority or the Texas Department of Health;
- (5) gas pipe pressure test once every three years by the local gas company or a licensed plumber;
- (6) annual inspection and maintenance of fire extinguishers by personnel licensed or certified to perform those duties; and
- (7) Annual inspection of liquefied petroleum gas systems by an inspector certified by the Texas Railroad Commission.

§148.603. Emergency Evacuation

Every residential **program** shall:

- (1) have emergency evacuation procedures that include provisions for individuals with disabilities;
- (2) hold fire drills on each shift at least quarterly and correct identified problems promptly;
- (3) post exit diagrams conspicuously throughout the program site (except in small one-story buildings where all exits are obvious); and
- (4) Be able to clear the building safely and in a timely manner at all times.

§148.604. Exits.

- (a) Every building shall have at least two well-separated exits on each story.
- (b) Every route of exit shall be free of hazards and obstructions, well lit, and marked clearly with illuminated exit signs at all times.
- (c) Rooms for 50 or more people shall have exit doors that swing out.
- (d) No door may require a key for emergency exit. Locked facilities shall have emergency exit door releases as described in the Life Safety Code and approved by the fire marshal.

§148.605. Space, Furniture and Supplies.

- (a) The **facility** shall have areas for leisure and dining with adequate space for the number of residents.
- (b) Sleeping areas shall have at least:

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- (1) 80 usable square feet per person in single-occupancy rooms; and
- (2) 60 usable square feet per person in multiple-occupancy rooms (or 50 square feet per person if bunk beds are used). Bunk beds shall not be used in Level I programs.
- (c) The facility shall provide adequate personal storage space for each **client**, including space for hanging clothes.
- (d) The **program** shall make at least one phone available to **clients**.
- (e) Each client shall have a separate bed of solid construction with a mattress. Clean bed linens, towels, and soap shall be available at all times and in quantity sufficient to meet the needs of the residents.
- (f) All clients shall have access to laundry services or properly maintained laundry facilities equivalent to one washer and dryer per 25 clients.

§148.606. Fire Systems.

- (a) A fire detection, alarm, and communication system required for life safety shall be installed, tested, and maintained in accordance with the **facility's** occupancy and capacity classifications.
- (b) Electrical fire alarm systems shall be installed by agents registered with the State Fire Marshal's office. The facility shall maintain a copy of the fire alarm installation certificate.
- (c) Alarms shall be loud enough to be heard above normal noise levels throughout the building.
- (d) Fire extinguishers shall be mounted throughout the facility as required by code and approved by the fire marshal.
 - (1) Each laundry and walk-in mechanical room shall have at least one portable A: B: C extinguisher and each kitchen shall have at least one B: C fire extinguisher.
 - (2) Each extinguisher shall have the required maintenance service tag attached.
- (e) **Staff** shall conduct quarterly inspections of fire extinguishers for proper location, obvious physical damage, and a full charge on the gauge.

§148.607. Other Physical Plant Requirements.

- (a) Occupied parts of the building shall be kept between 65 degrees and 85 degrees Fahrenheit, including kitchens and laundry areas. Cooling and heating shall be provided, as necessary, for resident comfort.
- (b) Portable electric heaters and open-flame heating devices are prohibited. All fuel-burning

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devices shall be vented.

- (c) The **facility** shall be well ventilated through the use of windows, mechanical ventilation, or a combination. Windows used regularly for ventilation shall be screened.
- (d) Bedrooms shall have windows with appropriate coverings for privacy. Bathrooms with windows shall have appropriate coverings for privacy.
- (e) The facility shall have adequate internal and external lighting to provide a safe environment and meet user needs.
- (f) There shall be at least one sink, one tub or shower, and one toilet for every eight residents. All of the fixtures shall be in good working order and have the appropriate drain and drain trap to prevent sewage gas escape back into the facility.
- (g) The facility shall provide an adequate supply of hot water for the number of residents and the **program** schedule.
- (h) Showers and tubs shall have no-slip surfaces and curtains or other safe enclosures.
- (i) Clean drinking water shall be readily available to all residents.
- (j) Food and waste shall be stored, handled, and removed in a way that will not spread disease, cause odors, or provide a breeding place for pests.
- (k) The facility shall be kept free of insects, rodents, and vermin.
- (l) Poisonous, toxic, and flammable materials shall be labeled, stored, and used safely.
- (m) Domestic animals shall be properly vaccinated and managed.

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DRAFT

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		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.		
INSURED		INSURERS AFFORDING COVERAGE		
		INSURER A		
		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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any and fire)	\$
	☐ CLAIMS MADE - OCCUR				GLD - (Any one person)	\$
	☐ OWNER'S & CONT. PROPT.				PERSONAL ADV. INJURY	\$
	☐ OWNER'S PROTECTIVE LIABILITY				AGGREGATE	\$
	☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT ☐ LOC				PRODUCTS - COMPT OF	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident)	\$
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐ RENTED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY (EA ACCIDENT)	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY (EA ACC AGG)	\$
C	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
	☐ DEDUCTIBLE					\$
	☐ RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE (A EMPLOYEE)	\$
					E.L. DISEASE (POLICY LIMIT)	\$
	OTHER					
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.						
CERTIFICATE HOLDER		ADDITIONAL INSURED / INSURER LETTER		CANCELLATION		
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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		

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- • will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- • will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- • have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		OFFICE USE ONLY
1 Name of person who has a business relationship with local governmental entity.		Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. _____ Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
4 _____ Signature of person doing business with the governmental entity _____ Date		

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us**

Company Name:		Telephone No. ()			
dba Name:					
Legal Name:					
Mailing Address :		Fax No. ()			
Physical Address:					
City, State, Zip		Tax I.D. No.			
Remit to Address :		City, State, Zip			
E-Mail Address:					
Representative(s) Name(s) & Title(s)					
Type of Organization (check one): ☐ Individual ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ LLC ☐ Sole Proprietor ☐ Other, Specify					
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.					
State of Incorporation: _____ Date: _____ Other:					
Type of Business (check one): ☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify					
<u>Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</u>					
<u>Small and/or Disadvantaged Business Information (check application criteria)</u>					
<u>Small Business:</u> _____ <u>Disadvantaged Business (At Least 51% Ownership)</u>					
☐ Less than 125,000 annual gross receipt		☐ Black American		☐ Native American	
☐ Less than 250,000 annual gross receipt		☐ Hispanic American		☐ Women	
☐ Less than 499,000 annual gross receipt		☐ Asian Pacific American		☐ Other	
☐ More than 500,000 annual gross receipt					
Have you been certified as a HUB or an MBE/WBE source?:				Yes	No
Indicate Certification No.(s): _____ or are Certificate(s) attached?:				Yes	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?: Yes No					
<u>To Be Completed by the County:</u> 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?: _____ %
(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: _____

**PROPOSER'S AFFIDAVIT
Exhibit "E"**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "TREATMENT ALTERNATIVE TO INCARCERATION PROGRAM (TAIP)
SUBSTANCE ABUSE TREATMENT SERVICES FOR HIDALGO COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT"
PROJECT NO.: 2009-245-00-00CGV**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, 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 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: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, 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, 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 for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

SECTION VI

GROUP 1 SERVICES

**(SUBSTANCE ABUSE
“TREATMENT” SERVICES)**

**OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENTS**

INSTRUCTIONS FOR SUBSTANCE ABUSE TREATMENT SERVICES CONTRACTS

1. Special Instructions for Treatment Alternatives to Incarceration Programs (TAIP)

For CSCDs who receive TAIP grants, the substance abuse contract clauses in this section, **Article I through Article VIII**, must be used without changing the wording of the levels of services when contracting with vendors for substance abuse services. However, the CSCD may delete a specific type of service listed in Article I if not appropriate for the CSCD program (Detoxification, TCADA Level I Residential, etc.). If contracting for TCADA Level I service only and later the CSCD needs to add Level II, the contract will require revision.

The HIV clause 1.13 in Article I must be included for all TAIP contracts. The HIV Standards as Exhibit D must also be added to each TAIP contract.

2. Instructions for all Other Substance Abuse "Treatment" Contracts (Unless the Vendor is also Providing TAIP Services—Services Paid from More Than One Funding Source, such as TAIP and DP, may be combined in One Contract)

It is recommended that CSCDs use all of the standard clauses in this section of the manual for all contracts with vendors who provide direct substance abuse treatment services to offenders. However, for substance abuse treatment contracts other than TAIP that are under \$25,000, the CSCD may use the abbreviated substance abuse clauses (Group 2 clauses) in Section VII which are designed for non-treatment substance abuse services.

For substance abuse treatment services over \$25,000 per vendor per year and the service is identified as "treatment," the CSCD must use all clauses listed in **Article II through Article VIII** exactly as written. Although it is strongly recommended that the CSCD use all those clauses in Article I that are pertinent to the CSCD's specific substance abuse program, the CSCD has the option to choose those clauses in Article I deemed necessary for the CSCD's program.

The CSCD may change the substance abuse performance measures in Article I to fit the program, but specific performance measures must be included for all offender substance abuse contracts **over \$25,000**.

For contracts **over \$100,000**, the vendor operational plan (response to the ITB or RFP) must be attached.

Although highly recommended, written contracts for offender treatment services amounting to less than \$5,000 per year per vendor (where the aggregate amount of all contracts for that type of service is less than \$25,000) are not required by TDCJ-CJAD. Such services may be secured through a purchase order or other means deemed appropriate locally.

Group 1 Services (Substance Abuse “Treatment” Services).

The following services are identified as “treatment” services for which all of the following Articles II–VIII substance abuse clauses must be used when the contract amount per vendor per year is over \$25,000 (See Section VII for Substance Abuse “Non-Treatment” clauses):

- Acupuncture
- Detoxification
- Operation of a Substance Abuse Treatment Facility (CCF) or a Court Residential Treatment Center (CCF)
- Substance Abuse Assessments or Screenings—Only if combined with any of the above substance abuse treatment services and provided by the same vendor.
- Substance Abuse Outpatient Counseling—Group or Individual
- Substance Abuse Residential Services

For questions regarding types of treatment services not listed, contact the TDCJ-CJAD budget director.

**SUBSTANCE ABUSE TREATMENT SERVICES
OPERATIONS AGREEMENT FOR
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT**

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

_____("VENDOR")

_____Address
_____, City, State, Zip
as of the _____ day of _____, 20__.

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, _____, 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 a period of one year (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

1.1 Vendor Rates: DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed _____ for September 1, _____, through August 31, _____. 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:

Detoxification	_____	per day
Intensive residential	_____	per day
Residential	_____	per day
Outpatient Group	_____	per hour
Outpatient Individual	_____	per hour

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 listed as follows:

Detoxification - TCADA Level 1 Residential

Written policies and procedures shall ensure the following:

- a. All offenders admitted to Detoxification programs shall need detoxification.
- b. Every offender shall have a medical history and physical.
Residential offenders shall have a completed physical and medical history within 24 hours of admission. If the facility cannot meet this deadline because of exceptional circumstances, the circumstances shall be documented in the offender's record. Until an offender's medical history and physical is complete, staff shall observe the offenders closely (no less than every 15 minutes) and monitor vital signs (no less than once each hour).
- c. The program shall provide continuous supervision for offenders.
Direct care staff shall be awake and on site 24 hours a day.
 1. During day and evening hours, at least two awake staff shall be on duty for the first 12 offenders, with one more person on duty for each additional one to 16 offenders.
 2. At night, at least one awake staff member shall be on duty for the first 12 offenders, with one more persons on duty for each additional one to 16 offenders.
- d. If the program accepts offenders with acute detoxification symptoms or a history of acute detoxification symptoms, the program shall have:
 1. A licensed vocational nurse or registered nurse on duty during all hours of operation;
 2. A physician on call 24 hours a day.
- e. Level of observation shall be based on medical recommendations and program design, or not less than that described in section (b) above.
- f. A physician shall approve all medical policies, procedures, guidelines, tools, and forms, which shall include:
 1. Screening instruments (including a medical risk assessment) and procedures;
 2. Treatment protocol or standing orders for each chemical the program is prepared to address in detoxification; and
 3. emergency procedures.
- g. The clinical supervisor shall be a physician, physician assistant, advanced practice nurse, or registered nurse.
- h. The program shall:
 1. Ensure continuous access to emergency medical care;
 2. Provide offenders access to mental health evaluation and linkage with mental health services when indicated;
 3. Use written procedures to encourage offenders to seek appropriate treatment after detoxification.
- i. Direct care staff shall complete training required by TCADA rules.
- j. Staff shall help each offender develop an individualized post-detoxification plan that includes appropriate referrals.

Intensive Residential - TCADA Level 2 Residential

Written policies and procedures shall ensure the following:

- a. All offenders admitted to relapse intensive residential treatment shall be medically stable and able to participate in treatment.
- b. The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed ten (10) offenders.
- c. There shall be direct care staff awake and on site during all hours of program operation. The direct care staff to client ratio shall be at least 1:16 during the hours clients are awake.
- d. Counselors shall complete a comprehensive offender assessment within three (3) working days of admission.
- e. An individualized treatment plan shall be completed for all offenders within five (5) working days of admission.
- f. The facility shall deliver not less than twenty (20) hours of structured activities per week for each offender, including:
 1. Ten (10) hours of chemical dependency counseling, with no less than one hour of individual counseling;
 2. Seven (7) hours additional education, counseling, life skills, or rehabilitation activities; and
 3. Three (3) hours of structured social and/or recreational activities.
- g. Counseling and education schedules shall be submitted to the funding entity for approval.
- h. Each offender shall have an opportunity to participate in physical recreation at least weekly.
- i. Program staff shall develop a written plan to offer chemical dependency services to identified significant others.
- j. The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured supportive environment.

Residential Treatment - TCADA Level 3 Residential

Written policies and procedures shall ensure the following:

- a. All offenders admitted to residential treatment shall be medically stable, able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.
- b. The program shall have enough staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed sixteen (16) offenders.
- c. There shall be direct care staff awake and on site during all hours of program operation. The direct care staff to client ratio shall be at least 1:16 during the hours clients are awake.
- d. Counselors shall complete a comprehensive offender assessment and treatment plan within five (5) working days of admission for all offenders.
- e. The facility shall deliver no less than ten (10) hours of structured activities per week for each offender, including at least five (5) hours of chemical dependency counseling.
- f. The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and non-structured settings.

Out-patient Treatment - TCADA Level 3 and Level 4 Out-patient

Written policies and procedures shall ensure the following:

- a. All offenders admitted to outpatient programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.
- b. Staffing patterns shall be in accordance with TCADA Licensure Rules for the appropriate treatment level. Staffing patterns shall be submitted to the DEPARTMENT as part of the proposal.
- c. The program shall set limits on counselor caseload size that ensures effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the DEPARTMENT.
- d. Therapeutic groups shall not exceed 16 offenders in a group.
- e. For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty (30) calendar days of admission for all offenders.
- f. For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten (10) calendar days of admission for all offenders.
- g. Intensive outpatient programs shall deliver no less than ten (10) hours nor more than twelve (12) hours of structured activities per week for each offender, including at least five (5) hours of chemical dependency counseling. No session shall exceed four (4) hours in length without prior written approval of the Department.
- h. Supportive outpatient programs shall deliver no less than two (2) hours nor more than five (5) hours of structured activities per week for each offender, including at least one (1) hour of chemical dependency counseling. No session should exceed two (2) hours in length without prior written approval of the Department.
- i. The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and not-structured settings.

Screening

Written policies and procedures shall ensure the following:

- a. Screening shall include the administration, scoring, interpretation and referral for assessment of a client to determine the probability the client is chemically dependent.
- b. Screening must be conducted by a Licensed Chemical Dependency Counselor or person otherwise qualified or exempt under TCADA licensure rules.
- c. The instruments used for a TAIP client to determine the possible existence of chemical dependency will be the Substance Abuse Subtle Screening Inventory (SASSI) or the Substance Abuse Life Circumstance Life Evaluation (SALCE).
- d. Persons who meet the following criteria must bypass the screening process:
 - (1) The offender has a documented criminal history with two or more prior arrests for offenses which involve the use or possession of alcohol or the use, possession, or sale of illegal substances;
 - (2) The offender has submitted positive urine specimens;
 - (3) The offender has previously attended an outpatient or inpatient substance abuse program; or
 - (4) A completed and documented screening or assessment/evaluation through another referral source determined that further assessment/evaluation of the individual's substance abuse history was needed.

Assessment

Written policies and procedures shall ensure the following:

- a. Assessment must include the use of an Addiction Severity Index (ASI) as a structured or semi-structured interview.
- b. The assessor must use the information and scoring to determine and document the nature and extent of a client's chemical dependency.
- c. The assessor must determine and document an appropriate referral or document why a referral is not necessary.
- d. The ASI interview, scoring, referral, and treatment plan shall be performed by a Licensed Chemical Dependency Counselor, appropriately supervised Counselor in Training, or a person otherwise exempt under TCADA rules.

1.3 Operational Plan: The proposal submitted in response to the ITB or 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: Develop an individualized treatment plan that addresses the needs of each individual served.

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.

1.9 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) Detoxification Services exceeding three (3) days;
- b) Intensive Residential Services exceeding thirty (30) days;
- c) Residential Services exceeding sixty (60) days;

- d) Intensive Outpatient Services performed beyond forty-five (45) days from the initial intake; and
- e) Supportive Outpatient Services performed beyond six (6) months from the initial intake.

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;
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
- c) Participate in meetings as the DEPARTMENT directs; and
- d) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

1.16 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings. **(THE CSCD SHOULD SPECIFY THE AMOUNT AND NUMBER OF "NO-SHOWS" FOR WHICH THEY ARE WILLING TO PAY AND INCLUDE HERE.)**

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 or ITB (if applicable) 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.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

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 ITB or 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 ITB or 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 Sole Source Provider. This VENDOR has been duly certified in an open meeting and reflected in the meeting minutes as a sole source provider. **(THIS CLAUSE IS REQUIRED ONLY FOR SOLE SOURCE PROVIDERS.)**

1.19 AND 1.20 ARE REQUIRED FOR VENDORS OPERATING COMMUNITY CORRECTIONS FACILITIES (SATFs OR CRTCs) FOR THE DEPARTMENT:

1.19 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.

1.20 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.

1.21 Other clauses to be added by CSCD: (Specific Department/Program Requirements)

ALL OF THE FOLLOWING CLAUSES MUST BE USED:

**ARTICLE II
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 Owing. 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. VENDOR 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.

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 contract 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

5.1 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 or warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 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.

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 _____ County, Texas by

DEPARTMENT: _____
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

OPTIONAL:

ADMINISTRATIVE DISTRICT JUDGE: _____

JUDICIAL DISTRICT: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A

Vendor Operational Plan

(Required for contracts with Each Vendor Over \$100,000 and all TAIP Vendors)

DRAFT

EXHIBIT B

Monthly Invoice Form

DRAFT

EXHIBIT C
Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

For 01/01/09 - 01/31/10
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND							
9-1100-423-00-320-001-0-411	ADULT PROB-WATER/SEWERAGE	4,850.00	4,850.00	.00	.00	4,850.00	.00
9-1100-423-00-320-001-0-432	ADULT PROB-EQUIP&VEH R&M SRV	13,900.00	13,900.00	150.00	1,620.04	12,129.96	12.73
9-1100-423-00-320-001-0-531	ADULT PROB-TELEPHONE	43,000.00	43,000.00	.00	14,236.70	28,763.30	33.11
9-1100-423-00-320-001-0-540	ADULT PROB-ADVERTISING	2,000.00	2,000.00	.00	.00	2,000.00	.00
9-1100-423-00-320-001-0-622	ADULT PROB-ELECTRICITY	36,000.00	36,000.00	.00	22,951.15	13,048.85	63.75
9-1100-423-00-320-001-0-661	ADULT PROB-MINOR OFFICE FURN & EQUIPMENT	.00	17,800.00	.00	.00	17,800.00	.00
9-1100-423-00-320-001-0-666	ADULT PROB-MINOR OFFICE FURNITURE	17,800.00	.00	.00	.00	.00	.00
9-1100-423-00-320-001-0-671	ADULT PROB-BLDG&OTHR STRUC R&M SUPPL	1,100.00	1,100.00	.00	.00	1,100.00	.00
9-1100-423-00-320-001-0-855	ADULT PROB-LATE FEES,PENALTIES & FINANCE	1,000.00	1,000.00	.00	.00	1,000.00	.00
1100 GENERAL FUND		119,650.00	119,650.00	150.00	38,807.89	80,692.11	32.56
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-112	BASIC SUPERVISION-DEPT HEADS	.00	71,573.32	.00	44,844.88	26,728.44	62.66
9-1297-423-00-320-002-9-113	BASIC SUPERVISION-REG F/T EMPLOYEES	.00	4,971,449.05	.00	2,637,109.84	2,334,339.21	53.05
9-1297-423-00-320-002-9-220	BASIC SUPERVISION-FICA	.00	390,744.73	.00	199,481.57	191,263.16	51.05
9-1297-423-00-320-002-9-230	BASIC SUPERVISION-RETIREMENT	.00	422,505.47	.00	241,911.06	180,594.41	57.26
9-1297-423-00-320-002-9-250	BASIC SUPERVISION-UNEMPLOYMENT COMP	.00	37,253.02	.00	13,410.77	23,842.25	36.00
9-1297-423-00-320-002-9-312	BASIC SUPERVISION-INDIRECT COST	.00	13,951.00	.00	13,951.00	.00	100.00
9-1297-423-00-320-002-9-320	BASIC SUPERVISION-PROFESSIONAL SERVICE	.00	61,000.00	.00	.00	61,000.00	.00
9-1297-423-00-320-002-9-331	BASIC SUPERVISION-PHYSICIAN SERVICES	.00	-11,415.00	.00	-11,590.00	175.00	101.53
9-1297-423-00-320-002-9-333	BASIC SUPERVISION-LEGAL SERVICES	.00	18,000.00	.00	4,125.00	13,875.00	22.92
9-1297-423-00-320-002-9-335	BASIC SUPERVISION-ACC, AUDIT & FINANCE	.00	15,486.00	.00	15,361.00	125.00	99.19
9-1297-423-00-320-002-9-336	BASIC SUPERVISION-COMPUTER SERVICES	.00	51,080.00	14,500.00	36,580.00	.00	100.00
9-1297-423-00-320-002-9-339	BASIC SUPERVISION-OTHER PROF SRV	.00	35,349.00	3,792.00	-14,282.00	45,839.00	-29.68
9-1297-423-00-320-002-9-342	BASIC SUPERVISION-INFO & CREDIT SERVICES	.00	10,000.00	5,000.00	5,000.00	.00	100.00
9-1297-423-00-320-002-9-350	BASIC SUPERVISION-OTHER SERVICES	.00	62,344.82	665.46	60,851.44	827.92	98.67
9-1297-423-00-320-002-9-421	BASIC SUPERVISION-DISPOSAL	.00	7,720.00	.00	2,680.00	5,040.00	34.72
9-1297-423-00-320-002-9-432	BASIC SUPERVISION-EQUIP&VEH R&M SRV	.00	9,590.94	972.32	1,808.32	6,810.30	28.99
9-1297-423-00-320-002-9-434	BASIC SUPERVISION-VEHICLE R&M SERVICE	.00	3,684.54	2,144.09	1,510.37	30.08	99.18
9-1297-423-00-320-002-9-442	BASIC SUPERVISION-EQUIP &VEHICLE RENTALS	.00	700.00	.00	180.00	520.00	25.71
9-1297-423-00-320-002-9-522	BASIC SUPERVISION-VEHICLE LIABILITY INS	.00	3,000.00	.00	.00	3,000.00	.00
9-1297-423-00-320-002-9-524	BASIC SUPERVISION-GENERAL INSURANCE	.00	7,000.00	.00	6,450.78	549.22	92.15
9-1297-423-00-320-002-9-529	BASIC SUPERVISION-SURETY & NOTARY BONDS	.00	789.50	.00	.00	789.50	.00
9-1297-423-00-320-002-9-531	BASIC SUPERVISION-TELEPHONE	.00	73,082.28	.00	2,284.35	70,797.93	3.13
9-1297-423-00-320-002-9-534	BASIC SUPERVISION-INTERNET	.00	16,389.90	.00	5,513.40	10,876.50	33.64

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-535	BASIC SUPERVISION-POSTAGE	.00	34,945.49	.00	12,072.80	22,872.69	34.55
9-1297-423-00-320-002-9-540	BASIC SUPERVISION-ADVERTISING	.00	8,700.00	.00	.00	8,700.00	.00
9-1297-423-00-320-002-9-550	BASIC SUPERVISION-PRINTING & BINDING	.00	16,279.54	216.00	779.90	15,283.64	6.12
9-1297-423-00-320-002-9-560	BASIC SUPERVISION-MICROFILM&FILM DEVELOP	.00	600.00	.00	.00	600.00	.00
9-1297-423-00-320-002-9-581	BASIC SUPERVISION-TRAVEL IN COUNTY	.00	67,530.49	.00	46,203.65	21,326.84	68.42
9-1297-423-00-320-002-9-583	BASIC SUPERVISION-TRAVEL OUT OF COUNTY	.00	24,164.47	3,594.76	2,202.00	18,367.71	23.99
9-1297-423-00-320-002-9-584	BASIC SUPERVISION-REGISTRATION FEES	.00	57,059.00	2,655.00	2,255.00	52,149.00	8.61
9-1297-423-00-320-002-9-585	BASIC SUPERVISION-NON-EMPLOYEE TRAVEL	.00	2,755.65	.00	2,336.88	418.77	84.80
9-1297-423-00-320-002-9-601	BASIC SUPERVISION-OFFICE & COMPU SUPPL	.00	74,762.51	12,050.00	26,018.32	36,694.19	50.92
9-1297-423-00-320-002-9-602	BASIC SUPERVISION-PAPER SUPPLIES	.00	4,096.65	.00	4,096.65	.00	100.00
9-1297-423-00-320-002-9-604	BASIC SUPERVISION-MEDICAL & LAB SUPPL	.00	51,581.15	25,801.05	24,933.30	846.80	98.36
9-1297-423-00-320-002-9-607	BASIC SUPERVISION-HSEHLD & JANITORIAL SU	.00	624.87	25.00	224.20	375.67	39.88
9-1297-423-00-320-002-9-608	BASIC SUPERVISION-HSEHOLD &INSTITUTIONAL	.00	58.29	.00	58.29	.00	100.00
9-1297-423-00-320-002-9-611	BASIC SUPERVISION-POLICE SUPPLIES	.00	3,500.00	.00	.00	3,500.00	.00
9-1297-423-00-320-002-9-613	BASIC SUPERVISION-SAFETY SUPPLIES	.00	500.00	139.74	.00	360.26	27.95
9-1297-423-00-320-002-9-619	BASIC SUPERVISION-OTHER MISC SUPPLIES	.00	180.00	84.20	.00	95.80	46.78
9-1297-423-00-320-002-9-626	BASIC SUPERVISION-GASOLINE/DIESEL	.00	2,712.14	.00	-2.81	2,714.95	- .10
9-1297-423-00-320-002-9-630	BASIC SUPERVISION-FOOD	.00	2,609.06	150.00	521.08	1,937.98	25.72
9-1297-423-00-320-002-9-631	BASIC SUPERVISION-BOTTLED WATER	.00	898.25	60.00	196.60	641.65	28.57
9-1297-423-00-320-002-9-640	BASIC SUPERVISION-REFERENCE MATERIALS	.00	6,636.50	1,136.62	816.78	4,683.10	29.43
9-1297-423-00-320-002-9-661	BASIC SUPERVISION-MINOR OFFICE FURN&EQ	.00	11.72	.00	.00	11.72	.00
9-1297-423-00-320-002-9-665	BASIC SUPERVISION-MINOR COMPUTER EQUIP	.00	25,006.90	.00	1,359.14	23,647.76	5.44
9-1297-423-00-320-002-9-667	BASIC SUPERVISION-MINOR SOFTWARE	.00	22,899.60	.00	2,660.20	20,239.40	11.62
9-1297-423-00-320-002-9-672	BASIC SUPERVISION-EQ&VEH R&M SUPPLIES	.00	1,135.00	.00	428.80	706.20	37.78
9-1297-423-00-320-002-9-679	BASIC SUPERVISION-OTHER R&M SUPPLIES	.00	106.60	.00	106.50	.10	99.91
9-1297-423-00-320-002-9-681	BASIC SUPERVISION-VEHICLE R&M SUPPLIES	.00	165.00	165.00	.00	.00	100.00
9-1297-423-00-320-002-9-682	BASIC SUPERVISION-GASOLINE/DIESEL	.00	1,597.76	1,267.86	329.90	.00	100.00
9-1297-423-00-320-002-9-720	BASIC SUPERVISION-BUILDINGS	.00	30,000.00	.00	.00	30,000.00	.00
9-1297-423-00-320-002-9-745	BASIC SUPERVISION-COMPUTER EQUIPMENT	.00	25,800.00	5,769.00	11,451.44	8,579.56	66.75
9-1297-423-00-320-002-9-810	BASIC SUPERVISION-DUES & MEMBERSHIPS	.00	4,000.00	.00	.00	4,000.00	.00
9-1297-423-00-320-002-9-855	BASIC SUPERVISION-LATE FEES,PEN&FIN CHRG	.00	1,032.22	.00	33.12	999.10	3.21
9-1297-423-00-320-002-9-890	BASIC SUPERVISION-OTHER	.00	.00	.00	-44.38	44.38	.00
9-1297-423-00-320-005-9-113	RESTITUTION CTR-REG F/T EMPLOYEES	.00	591,862.84	.00	356,372.78	235,490.06	60.21
9-1297-423-00-320-005-9-220	RESTITUTION CTR-FICA	.00	45,625.44	.00	26,776.03	18,849.41	58.69

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
9-1297-423-00-320-005-9-230	RESTITUTION CTR-RETIREMENT	.00	49,522.27	.00	32,144.82	17,377.45	64.91
9-1297-423-00-320-005-9-250	RESTITUTION CTR-UNEMPLOYMENT COMP	.00	4,408.34	.00	1,781.88	2,626.46	40.42
9-1297-423-00-320-005-9-312	RESTITUTION CTR-INDIRECT COST	.00	3,956.00	.00	3,956.00	.00	100.00
9-1297-423-00-320-005-9-331	RESTITUTION CTR-PHYSICIAN SERVICES	.00	800.00	400.00	.00	400.00	50.00
9-1297-423-00-320-005-9-336	RESTITUTION CTR-COMPUTER SERVICES	.00	200.00	.00	165.00	35.00	82.50
9-1297-423-00-320-005-9-346	RESTITUTION CTR-HAULING & FREIGHT SERV	.00	185.00	.00	.00	185.00	.00
9-1297-423-00-320-005-9-411	RESTITUTION CTR-WATER/SEWERAGE	.00	7,228.14	.00	999.49	6,228.65	13.83
9-1297-423-00-320-005-9-412	RESTITUTION CTR-CABLE/SATELLITE TV	.00	548.60	203.55	339.25	5.80	98.94
9-1297-423-00-320-005-9-421	RESTITUTION CTR-DISPOSAL	.00	1,500.00	.00	.00	1,500.00	.00
9-1297-423-00-320-005-9-425	RESTITUTION CTR-PEST CONTROL	.00	920.00	120.00	360.00	440.00	52.17
9-1297-423-00-320-005-9-431	RESTITUTION CTR-BLDG&OTHR STRUC R&M SRV	.00	12,667.77	300.00	213.75	12,154.02	4.06
9-1297-423-00-320-005-9-432	RESTITUTION CTR-EQUIP&VEH R&M SRV	.00	10,686.77	2,647.25	2,634.00	5,405.52	49.42
9-1297-423-00-320-005-9-434	RESTITUTION CTR-VEHICLE R&M SERVICE	.00	3,702.94	1,925.17	1,277.77	500.00	86.50
9-1297-423-00-320-005-9-441	RESTITUTION CTR-LAND & BLDG RENTALS	.00	48,000.00	.00	30,000.00	18,000.00	62.50
9-1297-423-00-320-005-9-522	RESTITUTION CTR-VEHICLE LIABILITY INS	.00	3,722.00	.00	.00	3,722.00	.00
9-1297-423-00-320-005-9-531	RESTITUTION CTR-TELEPHONE	.00	4,713.84	.00	1,555.04	3,158.80	32.99
9-1297-423-00-320-005-9-532	RESTITUTION CTR-WIRELESS DEVICES	.00	586.00	.00	.00	586.00	.00
9-1297-423-00-320-005-9-535	RESTITUTION CTR-POSTAGE & EXP MAIL CHARG	.00	200.00	.00	40.67	159.33	20.34
9-1297-423-00-320-005-9-536	RESTITUTION CTR-TWO-WAY RADIO	.00	896.00	336.00	560.00	.00	100.00
9-1297-423-00-320-005-9-540	RESTITUTION CTR-ADVERTISING	.00	500.00	.00	.00	500.00	.00
9-1297-423-00-320-005-9-581	RESTITUTION CTR-TRAVEL IN COUNTY	.00	4,050.00	.00	187.55	3,862.45	4.63
9-1297-423-00-320-005-9-583	RESTITUTION CTR-TRAVEL OUT OF COUNTY	.00	4,986.69	309.40	1,117.34	3,559.95	28.61
9-1297-423-00-320-005-9-584	RESTITUTION CTR-REGISTRATION FEES	.00	2,345.00	365.00	380.00	1,600.00	31.77
9-1297-423-00-320-005-9-601	RESTITUTION CTR-OFFICE & COMPU SUPPL	.00	1,726.67	699.91	458.45	568.31	67.09
9-1297-423-00-320-005-9-602	RESTITUTION CTR-PAPER SUPPLIES	.00	180.50	.00	180.50	.00	100.00
9-1297-423-00-320-005-9-603	RESTITUTION CTR-EDUCATION/INSTRUCTION	.00	300.00	.00	.00	300.00	.00
9-1297-423-00-320-005-9-604	RESTITUTION CTR-MEDICAL & LAB SUPPL	.00	701.00	.00	.00	701.00	.00
9-1297-423-00-320-005-9-605	RESTITUTION CTR-CLOTHING & UNIFORMS	.00	150.00	.00	.00	150.00	.00
9-1297-423-00-320-005-9-607	RESTITUTION CTR-HSEHLD & JANITORIAL SUPP	.00	8,467.63	1,686.45	2,175.58	4,605.60	45.61
9-1297-423-00-320-005-9-609	RESTITUTION CTR-AGRI & LANDSCAPING SUPPL	.00	600.00	.00	.00	600.00	.00
9-1297-423-00-320-005-9-611	RESTITUTION CTR-POLICE SUPPLIES	.00	200.00	.00	.00	200.00	.00
9-1297-423-00-320-005-9-622	RESTITUTION CTR-ELECTRICITY	.00	27,374.48	.00	13,857.49	13,516.99	50.62
9-1297-423-00-320-005-9-626	RESTITUTION CTR-GASOLINE/DIESEL	.00	3,156.50	.00	-61.46	3,217.96	-1.95
9-1297-423-00-320-005-9-630	RESTITUTION CTR-FOOD	.00	39,747.20	.00	9,985.50	29,761.70	25.12

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
9-1297-423-00-320-005-9-640	RESTITUTION CTR-REFERENCE MATERIALS	.00	200.00	.00	.00	200.00	.00
9-1297-423-00-320-005-9-661	RESTITUTION CTR-MINOR OFFICE FURN & EQUI	.00	1,660.74	.00	.00	1,660.74	.00
9-1297-423-00-320-005-9-666	RESTITUTION CTR-MINOR OFFICE FURNITURE	.00	1,039.26	.00	1,039.26	.00	100.00
9-1297-423-00-320-005-9-671	RESTITUTION CTR-BLDG&OTHR STRUC R&M SUPP	.00	5,298.00	1,738.24	565.46	2,994.30	43.48
9-1297-423-00-320-005-9-672	RESTITUTION CTR-EQ&VEH R&M SUPPLIES	.00	2,227.40	57.42	785.35	1,384.63	37.84
9-1297-423-00-320-005-9-679	RESTITUTION CTR-OTHER R&M SUPPLIES	.00	1,500.00	.00	.00	1,500.00	.00
9-1297-423-00-320-005-9-682	RESTITUTION CTR-GASOLINE/DIESEL	.00	28,843.54	20,707.06	8,136.48	.00	100.00
9-1297-423-00-320-005-9-810	RESTITUTION CTR-DUES & MEMBERSHIPS	.00	300.00	.00	.00	300.00	.00
9-1297-423-00-320-005-9-855	RESTITUTION CTR-LATE FEES, PEN & FIN CHR	.00	200.00	.00	.00	200.00	.00
9-1297-423-00-320-006-9-113	MENTALLY IMPAIRED-REG F/T EMPLOYEES	.00	91,038.54	.00	59,728.08	31,310.46	65.61
9-1297-423-00-320-006-9-220	MENTALLY IMPAIRED-FICA	.00	7,147.02	.00	4,304.20	2,842.82	60.22
9-1297-423-00-320-006-9-230	MENTALLY IMPAIRED-RETIREMENT	.00	7,612.60	.00	5,387.47	2,225.13	70.77
9-1297-423-00-320-006-9-250	MENTALLY IMPAIRED-UNEMPLOYMENT COMP	.00	680.40	.00	298.68	381.72	43.90
9-1297-423-00-320-006-9-312	MENTALLY IMPAIRED-INDIRECT COST	.00	617.00	.00	617.00	.00	100.00
9-1297-423-00-320-008-9-113	COMM CORR-REG F/T EMPLOYEES	.00	374,096.16	.00	102,299.11	271,797.05	27.35
9-1297-423-00-320-008-9-220	COMM CORR-FICA	.00	28,620.05	.00	7,757.24	20,862.81	27.10
9-1297-423-00-320-008-9-230	COMM CORR-RETIREMENT	.00	31,711.91	.00	9,227.34	22,484.57	29.10
9-1297-423-00-320-008-9-250	COMM CORR-UNEMPLOYMENT COMP	.00	2,554.72	.00	511.58	2,043.14	20.02
9-1297-423-00-320-008-9-312	COMM CORR-INDIRECT COST	.00	6,325.00	.00	6,325.00	.00	100.00
9-1297-423-00-320-008-9-320	COMM CORR-PROFESSIONAL SERVICES	.00	105,600.00	100,490.00	4,530.00	580.00	99.45
9-1297-423-00-320-008-9-331	COMM CORR-PHYSICIAN SERVICES	.00	69,250.00	22,610.00	20,440.00	26,200.00	62.17
9-1297-423-00-320-008-9-339	COMM CORR-OTHER PROF SRV	.00	57,000.00	13,130.00	36,870.00	7,000.00	87.72
9-1297-423-00-320-008-9-431	COMM CORR-BLDG&OTHR STRUC R&M SRV	.00	20,000.00	.00	.00	20,000.00	.00
9-1297-423-00-320-008-9-432	COMM CORR-EQUIP&VEH R&M SRV	.00	1,783.40	.00	.00	1,783.40	.00
9-1297-423-00-320-008-9-434	COMM CORR-VEHICLE R&M SERVICE	.00	784.65	594.92	189.73	.00	100.00
9-1297-423-00-320-008-9-522	COMM CORR-VEHICLE LIABILITY INSURANCE	.00	1,000.00	.00	.00	1,000.00	.00
9-1297-423-00-320-008-9-626	COMM CORR-GASOLINE/DIESEL	.00	4,644.00	2,000.00	.00	2,644.00	43.07
9-1297-423-00-320-008-9-664	COMM CORR-OTHER MINOR EQUIPMENT	.00	1,200.00	.00	.00	1,200.00	.00
9-1297-423-00-320-008-9-672	COMM CORR-EQ&VEH R&M SUPPLIES	.00	162.61	.00	.00	162.61	.00
9-1297-423-00-320-008-9-681	COMM CORR-VEHICLE R&M SUPPLIES	.00	174.06	143.08	30.98	.00	100.00
9-1297-423-00-320-008-9-682	COMM CORR-GASOLINE/DIESEL	.00	825.33	461.48	343.56	20.29	97.54
9-1297-423-00-320-008-9-684	COMM CORR - TIRES & TUBES	.00	487.52	.00	487.52	.00	100.00
9-1297-423-00-320-008-9-745	COMM CORR-COMPUTER EQUIPMENT	.00	3,250.00	.00	.00	3,250.00	.00
9-1297-423-00-320-008-9-748	COMM CORR-OTHER EQUIPMENT	.00	59,150.00	.00	5,800.00	53,350.00	

For 01/01/09 - 01/31/10
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1297 ADULT PROBATION							
9-1297-423-00-320-008-9-748	COMM CORR-OTHER EQUIPMENT						9.81
9-1297-423-00-320-008-9-899	COMM CORR-CONTINGENCY	.00	268,529.00	.00	.00	268,529.00	.00
9-1297-423-00-320-009-9-312	TAIP-INDIRECT COST	.00	1,082.00	.00	1,082.00	.00	100.00
9-1297-423-00-320-009-9-350	TAIP-OTHER SERVICES	.00	149,820.00	74,268.00	75,552.00	.00	100.00
9-1297-423-00-320-014-9-113	DRUG CRT-REG F/T EMPLOYEES	.00	76,284.66	.00	18,111.51	58,173.15	23.74
9-1297-423-00-320-014-9-220	DRUG CRT-FICA	.00	5,887.72	.00	1,370.03	4,517.69	23.27
9-1297-423-00-320-014-9-230	DRUG CRT-RETIREMENT	.00	6,441.79	.00	1,633.63	4,808.16	25.36
9-1297-423-00-320-014-9-250	DRUG CRT-UNEMPLOYMENT COMP	.00	535.90	.00	90.56	445.34	16.90
9-1297-423-00-320-014-9-312	DRUG CRT-INDIRECT COST	.00	863.00	.00	863.00	.00	100.00
9-1297-423-00-320-014-9-350	DRUG CRT-OTHER SERVICES	.00	79,882.00	74,533.00	5,349.00	.00	100.00
9-1297-423-00-320-014-9-581	DRUG CRT-TRAVEL IN COUNTY	.00	1,181.16	.00	98.45	1,082.71	8.34
9-1297-423-00-320-014-9-583	DRUG CRT-TRAVEL OUT OF COUNTY	.00	1,461.97	127.50	.00	1,334.47	8.72
9-1297-423-00-320-014-9-601	DRUG CRT-OFFICE & COMPU SUPPL	.00	628.00	.00	.00	628.00	.00
9-1297-423-00-320-014-9-899	DRUG CRT-CONTINGENCY	.00	125,335.00	.00	.00	125,335.00	.00
9-1297-423-00-320-015-9-113	SEX OFFENDER CASELOAD-REG F/T EMPLOYEES	.00	162,169.26	.00	100,726.95	61,442.31	62.11
9-1297-423-00-320-015-9-220	SEX OFFENDER CASELOAD-FICA	.00	12,666.68	.00	7,403.04	5,263.64	58.44
9-1297-423-00-320-015-9-230	SEX OFFENDER CASELOAD-RETIREMENT	.00	13,559.49	.00	9,085.71	4,473.78	67.01
9-1297-423-00-320-015-9-250	SEX OFFENDER CASELOAD-UNEMPLOYMENT COMP	.00	1,213.14	.00	503.67	709.47	41.52
9-1297-423-00-320-015-9-312	SEX OFFENDER CASELOAD-INDIRECT COST	.00	827.00	.00	827.00	.00	100.00
9-1297-423-00-320-015-9-339	SEX OFFENDER CASELOAD-OTHER PROF SRV	.00	2,720.00	1,400.00	1,120.00	200.00	92.65
9-1297-423-00-320-018-9-113	DP CASELOAD REDUCTION-REG F/T EMPLOYEES	.00	628,133.79	.00	287,139.86	340,993.93	45.71
9-1297-423-00-320-018-9-220	DP CASELOAD REDUCTION-FICA	.00	48,551.78	.00	21,485.18	27,066.60	44.25
9-1297-423-00-320-018-9-230	DP CASELOAD REDUCTION-RETIREMENT	.00	52,554.68	.00	25,899.77	26,654.91	49.28
9-1297-423-00-320-018-9-250	DP CASELOAD REDUCTION-UNEMPLOYMENT	.00	4,679.92	.00	1,435.95	3,243.97	30.68
9-1297-423-00-320-018-9-312	DP CASELOAD REDUCTION-INDIRECT COST	.00	4,755.00	.00	4,755.00	.00	100.00
9-1297-423-00-320-020-9-113	SATF-REG F/T EMPLOYEES	.00	658,913.31	.00	382,692.10	276,221.21	58.08
9-1297-423-00-320-020-9-220	SATF-FICA	.00	50,774.10	.00	28,679.99	22,094.11	56.49
9-1297-423-00-320-020-9-230	SATF-RETIREMENT	.00	55,198.18	.00	34,519.29	20,678.89	62.54
9-1297-423-00-320-020-9-250	SATF-UNEMPLOYMENT COMP	.00	4,869.69	.00	1,913.26	2,956.43	39.29
9-1297-423-00-320-020-9-312	SATF-INDIRECT COST	.00	7,521.00	.00	7,521.00	.00	100.00
9-1297-423-00-320-020-9-320	SATF-PROFESSIONAL SERVICE	.00	399,529.75	237,078.90	162,450.85	.00	100.00
9-1297-423-00-320-020-9-331	SATF-PHYSICIAN SERVICES	.00	43,358.00	9,750.00	16,649.00	16,959.00	60.89
9-1297-423-00-320-020-9-332	SATF-HOSPITAL SERVICES	.00	13,363.00	.00	5,768.00	7,595.00	43.16

Expenditure Summary Report

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1297 ADULT PROBATION							
9-1297-423-00-320-020-9-339	SATF-OTHER PROF SRV	.00	6,999.00	2,914.00	3,108.00	977.00	86.04
9-1297-423-00-320-020-9-411	SATF-WATER/SEWERAGE	.00	14,100.94	.00	2,921.74	11,179.20	20.72
9-1297-423-00-320-020-9-412	SATF-CABLE/SATELLITE TV	.00	1,168.04	203.27	245.88	718.89	38.45
9-1297-423-00-320-020-9-421	SATF-DISPOSAL	.00	2,900.00	.00	.00	2,900.00	.00
9-1297-423-00-320-020-9-425	SATF-PEST CONTROL	.00	760.00	300.00	460.00	.00	100.00
9-1297-423-00-320-020-9-431	SATF-BLDG&OTHR STRUC R&M SRV	.00	20,593.10	2,979.51	1,265.00	16,348.59	20.61
9-1297-423-00-320-020-9-432	SATF-EQUIP&VEH R&M SRV	.00	15,145.26	6,905.95	2,848.00	5,391.31	64.40
9-1297-423-00-320-020-9-434	SATF-VEHICLE R&M SERVICE	.00	1,959.09	693.00	1,266.09	.00	100.00
9-1297-423-00-320-020-9-441	SATF-LAND & BLDG RENTALS	.00	40,000.00	.00	25,000.00	15,000.00	62.50
9-1297-423-00-320-020-9-442	SATF-EQUIP & VEHICLE RENTALS	.00	180.00	.00	180.00	.00	100.00
9-1297-423-00-320-020-9-522	SATF-VEHICLE LIABILITY INS	.00	1,500.00	.00	.00	1,500.00	.00
9-1297-423-00-320-020-9-529	SATF-SURETY & NOTARY BONDS	.00	500.00	.00	.00	500.00	.00
9-1297-423-00-320-020-9-531	SATF-TELEPHONE	.00	7,631.20	.00	154.80	7,476.40	2.03
9-1297-423-00-320-020-9-532	SATF-WIRELESS DEVICES	.00	3,526.00	.00	.00	3,526.00	.00
9-1297-423-00-320-020-9-536	SATF-TWO-WAY RADIO	.00	336.00	168.00	168.00	.00	100.00
9-1297-423-00-320-020-9-581	SATF-TRAVEL IN COUNTY	.00	1,157.88	.00	.00	1,157.88	.00
9-1297-423-00-320-020-9-583	SATF-TRAVEL OUT OF COUNTY	.00	5,320.98	367.36	4,318.80	634.82	88.07
9-1297-423-00-320-020-9-584	SATF-REGISTRATION FEES	.00	3,455.00	455.00	1,680.00	1,320.00	61.79
9-1297-423-00-320-020-9-601	SATF-OFFICE & COMPU SUPPL	.00	7,191.97	214.60	1,314.61	5,662.76	21.26
9-1297-423-00-320-020-9-602	SATF-PAPER SUPPLIES	.00	587.85	.00	587.85	.00	100.00
9-1297-423-00-320-020-9-603	SATF-EDUCATION/INSTRUCTION SUPPLIES	.00	382.09	46.00	.00	336.09	12.04
9-1297-423-00-320-020-9-604	SATF-MEDICAL & LAB SUPPL	.00	19,976.11	7,294.64	8,984.41	3,697.06	81.49
9-1297-423-00-320-020-9-605	SATF-CLOTHING & UNIFORMS	.00	4,228.66	.00	715.89	3,512.77	16.93
9-1297-423-00-320-020-9-607	SATF-HSEHLD & JANITORIAL SUPPL	.00	11,171.91	1,767.00	6,122.34	3,282.57	70.62
9-1297-423-00-320-020-9-608	SATF-HOUSEHOLD &INSTITUTIONAL	.00	875.32	.00	874.82	.50	99.94
9-1297-423-00-320-020-9-609	SATF-AGRI & LANDSCAPING SUPPL	.00	500.00	63.34	.00	436.66	12.67
9-1297-423-00-320-020-9-613	SATF-SAFETY SUPPLIES	.00	58.68	.00	58.24	.44	99.25
9-1297-423-00-320-020-9-621	SATF-NATURAL GAS	.00	8,504.23	.00	3,002.14	5,502.09	35.30
9-1297-423-00-320-020-9-622	SATF-ELECTRICITY	.00	41,954.72	.00	28,585.76	13,368.96	68.13
9-1297-423-00-320-020-9-626	SATF-GASOLINE/DIESEL	.00	24.96	.00	-6.00	30.96	-24.04
9-1297-423-00-320-020-9-630	SATF-FOOD	.00	104,429.60	13,085.53	66,917.73	24,426.34	76.61
9-1297-423-00-320-020-9-631	SATF-BOTTLED WATER	.00	200.00	.00	151.25	48.75	75.63
9-1297-423-00-320-020-9-661	SATF-MINOR OFFICE FURN & EQUIP	.00	232.29	.00	.00	232.29	.00
9-1297-423-00-320-020-9-663	SATF-SMALL TOOLS	.00	239.85	.00	239.85	.00	100.00

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1297 ADULT PROBATION							
9-1297-423-00-320-020-9-664	SATF-OTHER MINOR EQUIPMENT	.00	28,604.59	200.00	.00	28,404.59	.70
9-1297-423-00-320-020-9-671	SATF-BLDG&OTHR STRUC R&M SUPPL	.00	19,398.60	872.90	563.84	17,961.86	7.41
9-1297-423-00-320-020-9-672	SATF-EQ&VEH R&M SUPPLIES	.00	800.00	161.07	288.93	350.00	56.25
9-1297-423-00-320-020-9-681	SATF-VEHICLE R&M SUPPLIES	.00	200.00	200.00	.00	.00	100.00
9-1297-423-00-320-020-9-682	SATF-GASOLINE/DIESEL	.00	2,827.02	2,150.09	676.93	.00	100.00
9-1297-423-00-320-020-9-810	SATF-DUES & MEMBERSHIPS	.00	500.00	.00	.00	500.00	.00
9-1297-423-00-320-020-9-855	SATF-LATE FEES, PEN & FIN CHRG	.00	971.97	.00	10.00	961.97	1.03
1297 ADULT PROBATION		.00	11,811,011.84	689,311.69	5,536,781.31	5,584,918.84	52.71
1301 CAPITAL OUTLAY FUND							
9-1301-423-20-320-017-0-720	NEW ADULT PROB BLDG-BUILDINGS	.00	39,602.52	.00	.00	39,602.52	.00
1301 CAPITAL OUTLAY FUND		.00	39,602.52	.00	.00	39,602.52	.00
9 YEAR		119,650.00	11,970,264.36	689,461.69	5,575,589.20	5,705,213.47	52.34

Data Warehousing of Commissioners' Court Minutes

CC CONSENT

Date: 08/11/2009
 Submitted By: Olga Montero, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of specifications of procurement packet (i.e. draft contract, legal notice, main components/scope of services and requirements provided. RFP NO. 2009-346-09-09-OTM

BACKGROUND

Current contract has expired.

Proposed Ad dates:

1st ad - August 22, 2009

2nd ad - August 29, 2009

Bid Opening Date: September 09, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1237-415-40-180-003-0-350
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available balance of \$10,800.00 as of 08/06/09.

Attachments

Link: [MEMO / SPECS](#)

Link: [DRAFT CONTRACT](#)

Link: [LEGAL NOTICE](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2009 11:45 AM	APRV
2	Budget & Management	Erika Zamora	08/06/2009 01:29 PM	APRV
3	Sylvia Solis	Sylvia Solis	08/06/2009 03:19 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Olga Montero
 Started On: 08/05/2009 03:17 PM
 Final Approval Date: 08/07/2009

MEMORANDUM

TO: MARTHA SALAZAR

FROM: ANNETTE C. MUNIZ, CHIEF DEPUTY

DATE: JULY 27, 2009

SUBJECT: REQUEST FOR PROPOSAL

The Hidalgo County Clerk's Office contract with Property Information – government Services Division, formerly known as "Landata Technologies" has expired. Our office is seeking approval to issue an RFP to either replace or retain the existing system and related services which include:

1. Commissioners' Court Minutes Software Package. Includes maintaining, searching, and retrieving Commissioners' Court Minutes and related documentation.
2. Annual Software Support
3. Internet Data Recovery Services
 - A. Design website for County Clerk's Office
 - B. Update website content
 - C. Maintain copy of minutes and related documentation at vendor's internet warehouse for public internet access and data recovery.
 - D. Maintain helpdesk support for public inquiry

Please feel free to contact me at ext. 6105 if further information is required.

Thanking you in advance for your prompt attention to this request.

DRAFT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-346-00-00**

THIS CONTRACT is made and entered into this ____ day of ____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and ____ ("Corporation").

WHEREAS, Company responded to advertised notices for proposal for **"DATA WAREHOUSING OF COMMISSIONERS' COURT MINUTES"** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposed, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" ("Vendor's Proposal") respectively, and incorporated herein for all purposes (the "RFP"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Elected Official or Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, **2009** and ending on _____, **20**_____ and unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this proposal for an additional sixty days (60) day grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term, under the same rates, terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the

obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty days (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved on Commissioners Court: _____

APPROVED AS TO FORM:

By: _____

Date: _____

RFP NO: 2009-346-09-09	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS

HIDALGO COUNTY CLERK'S OFFICE

**“DATA WAREHOUSING OF
COMMISSIONERS' COURT MINUTES”**

September 09, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2009-346-09-09-otm

1. Sealed proposals will be received for **Hidalgo County Clerk's Office – "Data Warehousing of Commissioners' Court Minutes"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2009-346-09-09-otm- Hidalgo County Clerk's Office – "Data Warehousing of Commissioners' Court Minutes"** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, September 09, 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2009-346-09-09-otm—HIDALGO COUNTY CLERK'S OFFICE – "DATA WAREHOUSING OF COMMISSIONERS' COURT MINUTES".

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, September 02, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, September 04, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with

regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“Hidalgo County Clerk’s Office– Data Warehousing of Commissioners’ Court Minutes”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., SEPTEMBER 09, 2009
Project/Anticipated Award Date: _____, **2009**
Commence Work or Deliver Products _____, **2009**

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

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY CLERK'S OFFICE–
“DATA WAREHOUSING OF COMMISSIONERS’ COURT MINUTES”
RFP NO: 2009-346-09-09-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Proposer:_____

Address:_____

By:_____

Printed Name:_____

AI-16826

7.H.

Automated Tax Collection System

CC CONSENT

Date: 08/11/2009
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of specifications of procurement packet (i.e. legal notice, specifications-requirements, etc., draft contract). RFP NO. 2009-327-09-09-OTM

BACKGROUND

Current contract expires October 01, 2009

Proposed Schedule of Events:

1st advertisement - August 22, 2009
2nd advertisement - August 29, 2009
Bid Opening date: September 09, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-15-140-001-0-336
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 8/7/09 is \$770.00. Funding will be determined as contract is completed and executed.

Attachments

Link: [DRAFT CONTRACT](#)

Link: [DRAFT LEGAL NOTICE](#)

Link: [DRAFT SPECS AND MEMO](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2009 11:46 AM	APRV
2	Budget & Management	Erika Zamora	08/06/2009 01:28 PM	APRV
3	Perla Lopez	Perla Lopez	08/07/2009 02:20 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Olga Montero

Started On: 08/05/2009 02:38
PM

Final Approval Date: 08/07/2009

DRAFT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-327-00-00**

THIS CONTRACT is made and entered into this ____ day of ____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and ____ ("Corporation").

WHEREAS, Company responded to advertised notices for proposal for "**Automated Tax Collection System**" (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposed, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" ("Vendor's Proposal") respectively, and incorporated herein for all purposes (the "RFP"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Elected Official or Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, 2009 and ending on _____, 20____ and unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty days (120) day grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term, under the same rates, terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company: _____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the

obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon one-hundred twenty days (120) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved on Commissioners Court: _____

APPROVED AS TO FORM:

By: _____

Date: _____

DRAFT

RFP NO: 2009-327-09-09

BUYER: OLGA T. MONTERO

Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS
HIDALGO COUNTY TAX OFFICE
“AUTOMATED TAX COLLECTION SYSTEM”

September 09, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2009-327-09-09-otm

1. Sealed proposals will be received for **Hidalgo County Tax Office – “Automated Tax Collection System”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2009-327-09-09-otm- Hidalgo County Tax Office – “Automated Tax Collection System”** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 09, 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2009-327-09-09-otm—HIDALGO COUNTY TAX OFFICE – “AUTOMATED TAX COLLECTION SYSTEM”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, September 02, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, September 04, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“Hidalgo County Tax Office– Automated Tax Collection System”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.

- . Contact person for Billing and Payment questions:
Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., SEPTEMBER 09, 2009
Project/Anticipated Award Date: _____, 2009
Commence Work or Deliver Products _____, 2009

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

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY TAX OFFICE–
“AUTOMATED TAX COLLECTION SYSTEM”
RFP NO: 2009-327-09-09-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Armando Barrera, Jr.-RTA
Hidalgo County Tax-Assessor-Collector
Attn: Paul Villarreal, Jr.-RTA

FROM: Olga T. Montero, Buyer
Hidalgo County Purchasing Department

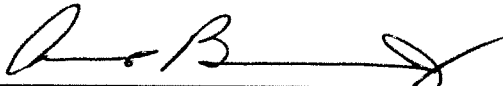
DATE: July 31, 2009

RE: Approval or Disapproval of Specifications for:
Bid No. 2009-327-00-00--otm- Hidalgo County Tax-Assessor-Collector
"AUTOMATED TAX COLLECTION SYSTEM"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking approve or disapprove and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and **return** to designated Buyer at the Purchasing Department as soon as possible so we can place this item on the next regular scheduled Commissioners' Court Agenda for approval of specifications with authority to advertise.

☒ **APPROVE**

☐ **DISAPPROVE**



Hidalgo County Tax-Assessor-Collector
Authorized Signature

8/4/09
Date

ACCOUNT NUMBER(S): 9-1100-415-15-140-001-0-336

REQUEST FOR PROPOSALS

**RFP #2009-327-00-00-otm
Hidalgo County Tax Office
“Automated Tax Collection System”**

1.0 GENERAL

- 1.1 Hidalgo County Tax Office (hereafter called County) is requesting proposals from qualified providers (hereafter called “vendor”) for a Texas- based ad valorem Tax Collection System that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable laws, especially those requirements set forth in the Texas Property Tax Code, to be used in the tax assessing, collecting, and reporting applications. The existing Tax Collection System is currently meeting all requirements of the Hidalgo County Tax Office. Hidalgo County is nearing the end of the contract for that system and desires to insure that the best system available is procured to the benefit of the Tax Office. The scope of this Request for Proposal (RFP) includes the acquisition, delivery, installation, conversion, training, maintenance and support of the new system and services.
- 1.2 The procured system and services must be a turnkey installation and include all necessary hardware and software to maintain or exceed the existing level of users and service.
- 1.3 The objective of this RFP is to obtain proposals that will provide County with application software and support services that are comparable or better in nature, quality, design, performance, reliability, and maintainability to the specification described.
- 1.4 Vendors are encouraged to respond with a solution that meets the specifications of this RFP. However, if a vendor believes that an alternative solution is available and would result in an improved solution that achieves the overall objective of this RFP, the Vendor is encouraged to submit such a proposal. Vendors should highlight and thoroughly describe the alternate solution with emphasis on any variance from the specification(s). Failure to list any such alternate solution shall mean the respondent has taken no exception and shall furnish a System in compliance with the specification(s) set herein.

2.0 PERIOD OF CONTRACT

- 2.1 The System should be available for installation/conversion upon award of the contract (anticipate contract award no later than December 31, 2009) and be fully implemented by July 1, 2010 for the 2010 roll year.

- 2.2 This contract shall be for the period of five (5) years. Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty day (120) “grace period” at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3.0 **GOVERNING LAW**

- 3.1 Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements.
- 3.2 This request for proposal is limited to an “Automated Tax Collection System” only. Any offer or proposal purporting to offer anything other than “Automated Tax Collection System” will not be considered and may, in fact, be grounds for disqualification from consideration or down grading of a proposal. This request for proposal process is intended to comply with all applicable statutes, attorneys’ general opinions and professional ethical considerations.

4.0 **SCOPE OF WORK**

TAX OFFICE ENVIRONMENT: The county collects for 36 tax jurisdictions for billing, collecting, and distribution of their respective tax revenues. The tax system maintains approximately 335,000 accounts with a twenty (20) year history containing approximately NUMBER (DIGIT) million tax unit records. The current tax system has approximately 70 local in-house users including users at 4 remote substations. An interactive web site is also maintained.

- 4.1 **TECHNICAL REQUIREMENTS:** The system must be based on current standard technology and the proposed solution must be fully compatible with other current technologies. It must be of such design to enable the vendor to make suitable future modifications as required by County. The vendor will provide and implement all future upgrades available to any of the vendor’s other tax collection clients that are in Texas as part of the original purchase. All modifications, additions, or upgrades of the system will require the vendor to transfer all past and current data into the new system without additional cost to County.

4.1.1 **Performance:**

The system must support the major tax office business processes in a manner to allow for efficient operation of the tax office. To this end, the following metrics must be met:

- Load of new year tax data from appraisal district (2 days)
- Generation of new year certified tax statements (overnight)

- Generate end-of-day reporting (1 hour)
- Generate end-of-month reporting (3 hours)
- Fiscal period accounting roll-over (overnight)
- Take a simple single account payment and print a receipt (8 seconds)
- Post the largest day lockbox (2 hours)
- Post the largest mortgage company payment file (2 hours)

4.1.2 **System Security:** Vendor/Offeror, please describe your system security protocol.

4.1.3 **User Security:**

- Security must be role based and managed by a tax office authorized employee via a standard user interface
- User IDs will inherit authorizations based on their role (or group). Changing authorizations due to change in duties should be a simple matter of reassigning the user id to the new role (or group)
- Password management should follow strict guidelines
- A combination of application and database security may be required to ensure data security
- The proposed system must provide for logging and viewing all data changes within the system

4.1.4 **Database:**

- Hidalgo County currently operates Oracle and SQL SERVER Database Management System.
- The proposed system must provide for monitoring of database performance

The System must provide a robust ad hoc reporting capability so that the Tax Office, Planning and Resource Management personnel, and County Auditor can create reports from any data in the system without the assistance, or intervention of the Vendor or Information Systems staff.

4.2 **STATEMENT PRINTING:** Each year approximately 335,000 statements and related mailings are produced. Printing is accomplished by generating a print tape and delivery to the current County printing vendor.

4.3 **APPLICATION SOFTWARE:** The County requires a high performance property tax system. The System must support form-level role-based security. The System must be designed so that the end user does not have direct access to the database tables. The System must maintain all proper accounting controls, audit trails, and transaction logs.

The System should provide ease of use facilities and provide consistent, user friendly access methods. The System should be user friendly so that the end user can operate the system productively. The System should have extensive search capabilities for timely account access. The System must maximize productivity and accuracy while minimizing redundant data entry.

Help and informational messages must be provided for all data fields. The messages must be displayed upon user demand and via hover help.

All data entered must be checked for validity and provisions made to correct any erroneous entries.

The System must comply with the Texas State Property Tax Code and all other laws pertaining to property taxation in the State of Texas and have continuing support for legislative mandates requiring implementation prior to effective dates. It must meet or exceed all existing office processes for tax assessments, collections, accounting, auditing and disbursement.

4.4 **USER REQUIREMENT CRITERIA:** Requirements include, but are not limited to:

Support consolidated assessment and collection functions for 36 taxing entities on approximately 335,000 current year accounts and total administrative, receivable, and transaction file containing approximately two (2) million records. Each tax account may contain multiple records for as many as the maximum number of units.

Provide real time update and tax collections for credit cards, e-check, and barcode readers. Support a minimum of 70 workstations and a minimum of 70 printers simultaneously on-line.

4.5 **PRIMARY FUNCTIONS:** The contracted vendor must supply a vendor-hosted tax system that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable state laws, especially those requirements set forth in the Texas Property Tax code. All processes and forms produced must also meet the standards established by the state Comptroller's office. Reports must provide sufficient audit controls for all processes and conform to standards established by the Tax Assessor Collector. Rounding in the system must be consistent, limited in scope, and conform to levels established by Hidalgo County Tax Office rules.

There must be sufficient system security to identify the operator and date of every change of any type entered into the system. Every programming or data change entered by vendor's staff must have prior authorization by the Hidalgo County Tax Office rules.

There must be controls that restrict operator's updating and cashiering capabilities according to County Tax Office rules.

System must have an area to enter notes or comments at the account level and capability to restrict access to this field. Key processing steps must produce system-generated notes.

There must be search capabilities to locate and retrieve account information by entering known data such as owner, situs location, DBA, tax suit number, partial account number or appraisal district number. Must be able to search payments by date and amount and identify fiduciary information from codes.

User must be able to retrieve data from the system for simple reports on demand.

System must include inquiry access to accounts via the Internet, with the ability to make electronic payment via the Internet with real-time updates of payments.

- 4.6 **FINANCIAL REPORTING:** The new tax system must provide an accounting package that will allow for modifications for future financial requirements. The accounting system must allow us to download daily tax collections, attorney fees, and miscellaneous fees. It must be able to reconcile payment transactions made by cashiers and tie them to the daily deposit. It must allow for the disbursement of funds daily, weekly, or monthly via wire transfer, check, or ACH to the taxing jurisdictions. It must be able to calculate and withhold the cost per account amount for each jurisdictions. It must be able to calculate and withhold the cost per account amount for each jurisdiction twice a year through remittances and also tie the figures into the monthly tax report.

The system must conduct the following:

- Automatically load tax adjustment refunds and overpayment refunds.
- Provide the capability to manually enter tax refunds and motor vehicle registration refunds.
- Be able to automatically print checks from all bank accounts.
- Be able print a refund register (the picture before the checks are actually printed).
- Print a bank register which includes the check number, payee, payee address, check date, check amount, and type of refund.
- Be able to convert the bank register into an Excel spreadsheet and allow for an export file to be created to be forwarded to the bank for Positive Pay (provide the bank with a file containing the check number, check date, and amount for each of our bank accounts to clear checks as they are cashed).
- Be able to hold, delete, or process check requests (ad valorem, refund, motor vehicle, special inventory, and escrow) once the file is loaded into the system for supervisor approval.
- Be able to void/cancel or reprint checks or to reuse check numbers (ad valorem, refund, motor vehicle, special inventory, and escrow) once they are printed with supervisor approval.

The system must also produce:

- Detailed daily, weekly, monthly, and yearly reports for tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions.
- Summary reports for daily, weekly, monthly, and yearly tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions. All reports must have adequate cross checks to allow for reconciliation.

- 4.7 **ASSESSING REQUIREMENTS:** All appraisal district updates must be processed electronically for the current year and five (5) preceding years. Updates will affect various types of taxing units, which will have differing value and exemption data. These updates must adjust the tax receivables appropriately for all taxing units, postpone delinquency dates, and produce tax statement files and/or refund files, without intervention by tax office staff.

Summary reports after each update must show the adjusted year to date totals by taxing unit values, exemptions, and levy. The figures must be balanced to figures provided by each appraisal district to verify successful loading of data. Owner, location, and other administrative data must match the most recent information provided by the appraisal districts. System must allow manual overrides to correct receivables.

Users must be able to do “what if” scenarios, i.e. change value and exemption information in the system to determine the impact of such a change and provide estimated levy differences without actually changing the system amounts.

Every tax account must identify all taxing units levying a tax, the appraised and taxable value of the property within that unit, its exemption reductions, any special valuations, and its current calculated levy amount and beginning levy at the start of the fiscal year. There must also be a display at the account level summarizing data for all units combined.

- System must store previous account number information for research and have the capability to produce a tax certificate.
- System must produce an assessing Audit report that can be specific to an operator and date range. (modified receivable report sorted by operator)
- Online system must maintain multiple freeze recording starting in various years for different units.
- System must automatically adjust receivables for penalties added per Texas Property Tax Code sections 25.25 and 23.431 and add interest on omitted property per section 26.09.
- The system must track when notices required by section 33.08 of the Texas property Tax Code are produced and adjust attorney collection penalties accordingly.

- System must produce tax statements in the same format for individual accounts upon demand, and files of large batches for mass mailings. The form, which includes graphics and special fonts, will be provided by the tax office. Multiple statements for the same taxpayer should be grouped. Statements mailed to fiduciaries should also be grouped. A record of statements generated should be maintained on each account. Vendor should be prepared to interface with the county's third-party vendor for mass mailings.
- Users must be able to produce single statements as of a prior month or later month on unpaid accounts.
- System must have adequate information to be able to prepare in a timely manner all forms required by contract or state law, such as mobile home tax reports for moving and tax sale bidders statements.

4.8 **TAX COLLECTION REQUIREMENTS:** All unpaid receivables must be tracked for every taxing unit for an unlimited period of time if under lawsuit, and up to twenty (20) years if not under suit. Paid in full accounts must be maintained on the system for a minimum of six (6) years. Each payment must be tracked with the actual date of posting of funds, effective date, and payer (including address) information. Users must be able to track the allocation of each payment to individual taxing units and to levy, penalty, interest, and collection fees. Delinquent taxes must automatically purge according to section 33.05 of the Texas Property Tax Code at 10/20 years. Purge reports must account for before and after figures by taxing unit to track removal of receivables.

Operators and batch jobs must be able to cashier all types of transactions for all years on the system. These include, but are not limited to, partial payments, escrow, overpayments, adjustments that remove all or a portion of the receivable to uncollectable status, and litigation and bankruptcy payments that may include special interest provisions.

Payments may be a mixture of cash, credit cards, and checks. Each payment type must be tracked. End of day totals for cashiers should show cumulative totals for each payment type. Reports should be separated by cashier and location.

Individual payments may be made by cash, check, credit card, electronic check, and wire transfer. Payments and levy corrections must be automatically adjusted to tolerance levels set by the Hidalgo County Tax Office, with a sufficient audit trails for all transactions.

Cashiers must be able to process multiple accounts with one check or with multiple checks for one account.

System must permit real-time corrections of cashiering errors by a supervisor but not allow cashiers to adjust transactions in their deposits or to work in another cashier's

deposit. System must have the ability to quickly transfer funds from one account to another, or from one year or one unit to another on the same account.

Effective dates of payment may be different than the actual date of cashiering. Both dates are to be tracked online and in reports.

Electronic check payments, credit card payments made via the telephone on Internet, lockbox payments, and mortgage company payments must be posted without intervention by tax office staff on the same day the file is received or as directed by the tax office . mortgage company payments are made through an FTP file accompanied by paper check, or wire transfer of funds.

The lockbox processing solution must integrate check and coupon images directly into the system, which greatly facilitates research of payments for refunds. The lockbox process must support the non-remittance advice component, which allows the bank to deposit funds received without a coupon and forward this to the tax office electronically for processing.

System should support manual coding of quarter payment accounts and disaster accounts. For these accounts, it should extend the delinquency date according to the Texas Property Tax Code.

Penalty and interest should be automatically adjusted when a tax deferral is entered on the account.

Statutory collection fees must be automatically added to receivables at the appropriate time.

Delinquent installment payment agreements should be prepared through the system with a combination of manual data entry and system retrieval of account data.

The system should produce aging and default reports on these agreements and be able to transmit this report information electronically to the delinquent tax attorneys.

Collection of all fees should be tracked in the system.

Users must be able to generate a receipt and a duplicate receipt for every payment, showing the correct payer.

- 4.9 **VEHICLE INVENTORY TAX:** System must have a fully operational special inventory tax module that is fully integrated with the online tax collection and disbursement systems to collect, report, and disburse funds. This module should be able to collect and disburse special inventory accounts. Funds collected in this module are held in escrow during the current tax year and transferred to the Tax Collection System at the

end of each year. Users must be able to enter and modify monthly filing information before the appraisal district has certified the account by using the dealer number only. System must automatically calculate all penalties and overages and distribute these correctly according to Texas State Property Tax Code. This distribution must include entities for which the county does not normally collect. Various reports and letters are available.

- 4.10 **REFUNDS:** Both adjustment and overpayment refunds must be generated automatically by cashiering and update processes and process electronically through ledgers, check writing, and reporting.

The system must maintain a record of all payers tied to payments and tie refunds to payer. Refund request letters should be prepared through batch jobs submitted by type and date range.

- 4.10 **TRAINING:** During the conversion and testing phase, the vendor is to provide training of all users of the system at the Hidalgo County Tax office location. The training should be conducted in modules specific to job functions and permission levels, so that an overview may be provided to basic users and more extensive information provided for advanced users. Users should be trained with a combination of written materials, demonstrations, and hands-on use of the system in a test environment. Parallel testing of specific functions will not begin until training in the function has been completed.

- 5.0 **REPORTS:** Vendor must be able to produce the following reports, or equivalent as a minimal standard:

A report that shows, at the account level, the before and after image after updates. The data items reported are taxing units, values, exemptions, and levy.

A report that shows the differences between our records and the appraisal district's records when an update is processed.

A monthly summary report of supplements and cancellations by roll year and amount.

A monthly report that shows the summary of collections by roll year. It breaks out the amount of taxes due starting October 1 of each roll year, monthly adjustments, adjustments year to date, monthly levy paid levy paid year to date, levy balance and percentage of collections. This report also has a separate line for the current roll year adjustments, value and levy including the tax rate.

Beginning Tax Roll – This report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report can be produced in both alpha and numeric format. The report provides the total number of accounts, land value, improvement value, total real property, total personal property, total appraised value, less agricultural exclusion, homestead exemption, over 65, cap,

disabled, historic, disabled vet, survivor spouse, abatement, prorated, Freeport, leased vehicle, total exemption amount, taxable value and actual levy.

The detailed report provides the account number, taxing unit/units, owner name, address, number of acres, type/amount of exemptions, appraise value, legal description, tax levy and roll year.

A report that list the over 65 freeze and value information needed for the school districts annual reports to the Texas Comptroller's Office.

10/20 Tax Purge – This report lists the taxing unit number, roll year, account number, owner name, levy and amount due. This report generates a summary for each taxing unit in account number sequence how much was purged both real and personal. It also provides the number of accounts being purged.

A daily report that list the status of all deposits opened for the day, by deposit number, deposit date, receipt date, status of deposit (open or closed), type of deposit, operator name, number of transactions processed, payment type (cash, check, or credit card).

A Report that shows the loss to tax deferrals for the school district's annual reports to the Texas Comptroller's Office.

Deposit Detail Report – lists all transactions within a deposit showing amount, payment type and account to which transaction was posted and taxing units.

Reports that list the deposit distribution (collections, refunds, other fees, transfers and reversals) at the taxing unit level. The user can specify date ranges (daily, monthly, and yearly).

A report that shows a summary of what was processed by deposit number.

A report sorted by taxing unit showing a number of deposits processed.

A summary report that shows by taxing unit how much was collected in real and personal taxes.

A report by taxing unit that breaks-out the collections by roll year and the M&O and I&S rates.

A summary report by taxing unit that shows what monies were collected broken down by M&O and I&S rates.

A report by taxing unit that shows penalty and interest collected by roll year.

A report by taxing unit showing miscellaneous fees collected.

A report showing refunds generated.

A report showing County Education District collections.

A report that shows, at the account level, the before and after image after updates. The data items reported are taxing units, values, exemptions, and levy.

A report that shows all negative transactions, including reversals and transfers. Grand Totals should be provided.

A report that shows the distribution of maintenance and operations (M&O) funds by their various tax rates.

A report that shows an accumulative total of the two previous reports with grand totals on the last page.

A report that shows the penalty and interest collected for the specified date range.

A report that shows refund pending amounts taken from individual units for the specified date range.

A report that shows attorney fees collected for the specified date range.

A report that lists by tax unit, then by deposit and account number, the rendition penalty details for each account.

Daily deposit detail report that lists all transactions by receipt date, or deposit date, and recaps distribution to taxing units.

A Fiduciary listings report that list fiduciary contact information alphabetically, or in order by code number.

Top 50 Taxpayers Report. This report by jurisdiction lists the top 50 real and personal taxpayer's accounts and their accumulated levy.

Quarter payment coding report shows accounts under the quarter payment plan that are qualifying or not qualifying as of each payment due date.

Summary reports that show, by taxing unit, the year to date totals of values, exemptions, special valuations and levy, and tax rate and exemption amounts for the unit for the year.

Request of a report that can be used to process refunds. It can be run for various types of refunds, such as litigation, adjustment and overpayment. User can specify threshold amounts and date ranges. It shows the amount of refund by taxing unit, the total amount for the account, to whom the refund will be paid, where the funds were originally paid and if there are taxes due that should be collected before the refund is issued.

A daily report at the clerks level that shows refunds less than \$5.00 (TOP). It lists the account number, taxing unit number, roll year receipt number, deposit number, amount of refund, cashier, type and deposit date. This report can be printed using date ranges.

Lockbox reconciliation reports that show all payments posted. Errors and exceptions such as tolerance or overpayments are shown in detail. Totals are given for each category of transaction.

A monthly report by taxing unit that shows taxes available for collections at base, at base plus P&I, and attorney fees at a given point in time.

Delinquent Tax Roll – The detailed report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report provides a list of the account numbers, owner name, address, number of acres, type/amount of exemption, appraised value, legal description tax levy and balance by roll year. The report provides a summary page by taxing unit showing the levy amount, levy paid, and levy balance.

A report of tax lawsuit information added or removed from the system by law firm updates.

Tax Rate Chart - must be prepared from data entered from ordinances, or orders submitted by the taxing units each year. It shows the taxing jurisdiction name and code, the total tax rate, all the exemptions allowed by the unit – whether local option or state mandated, and the dollar amount of levy reduction for the maximum exemption. This is verified each year before levy calculations. It must be approved and signed by the Tax Assessor Collector and is distributed to the public.

Tax Roll Statement – The statement list the current roll year, number of accounts per category, market value per category, taxable value per category, freeze loss, total levy per category, tax rate, assessment ration and the total tax rate. The statement summarizes the information by type (real, personal, mobile homes, minerals, intangibles, and vehicle inventory tax). This report is signed by the Tax Assessor-Collector and sent to the taxing units. Miscellaneous financial accounting reports.

6.0 TESTING: County will conduct a series of rigorous test on the selected solution after data conversion.

Structured test will be conducted following functional scripts to verify that all required functionality is present and working correctly in the solution and that the data conversion has occurred successfully.

Parallel testing will be conducted using the solution to conduct everyday business in parallel with the current system to verify that the solution functions properly in the Hidalgo County environment at the required capacity.

Acceptance testing will be formally finalized with successful execution of the structured test scripts on MONTH, DATE, 2009. Vendor will be granted the opportunity to rectify any discrepancies identified in testing prior to the date specified for the formal acceptance test.

- 7.0 PROPRIETARY SOFTWARE:** All proprietary software and documentation shall be placed in escrow located in Hidalgo County, Texas, with specific location approved by County, for future use by the Hidalgo County Tax Office for maintenance and support of the Tax System in the event of a vendor default.

The vendor shall maintain software in the escrow to match the vendor's most current version of the software in use by Hidalgo County Tax Office.

- 8.0 WARRANTY, MAINTENANCE, AND SERVICE:** Warranty of the system shall be for at least one (1) year from the date of formal acceptance. Upon warranty expiration, a software and hardware maintenance and service contract will be initiated.

On-site training, maintenance, and support is required during the warranty period. For years two (2) three (3), four (4), and five (5) training, maintenance, and support shall be incorporated into the contract through a maintenance agreement, if County so chooses, with options for five (5) or more additional years.

ON-SITE TECHNICAL SUPPORT: The vendor shall provide one full-time technical staff member to be located in Hidalgo County during Tax Office business hours. At the end of the contract term, the Tax Office may, at its own discretion and without interference from the Vendor, employ any or all of the technical staff.

Maintenance of the System must include:

Legislative changes
Software "bug" fixes
Latest software versions

Software Service of the System will include:

Hosting of the tax office system at the vendor data center
Special program enhancements defined by the tax office
Appraisal file processing from multiple appraisal districts
Interface with BANK lockbox system
Interface with mortgage escrow servicing companies

The system must guarantee 99% availability with a four (4) hour maintenance response time.

Vendor will provide a schedule of Maintenance and Support Costs associated with each component specified in the Cost Summary. The maintenance schedule must include the annual maintenance cost for five (5) years.

9.0 A. SELECTION / EVALUATION / RANKING

9.1 The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit “B” attached herein. Thereafter, Hidalgo County Commissioners’ Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not limited to, the items listed below:

9.1.1 Cost 25 points

Initial system investment and customization costs

9.1.2 Delivery Schedule/Implementation Plan 20 points

What is the Target installation date?

When will the Current tax year roll be online (date)?

When will the Prior tax years be online (date)?

Testing dates?

Conversion plan

9.1.3 Maintenance, Training, Support and Service 15 points

Location of maintenance, training and support center(s)

- within CITY metropolitan area
- outside CITY metropolitan area

Method of maintenance, training and service

- on site very strongly preferred
- by local phone, within CITY area code(s)
- by 800 or toll-free phone service
- long distance

Hours of availability

- emergency/hot line: 24 hours – 7 days a week
- operational hours 8:00 AM – 5:00 PM CST
- guaranteed response time
- past performance response time – to include site visit

9.1.4 Usage and Flexibility of the System

20 points

Ability to meet or exceed RFP Specifications
Ease of use
Modularity and expansion capabilities of the systems
General quality of the system
Design efficiency

9.1.5 Vendor's Financial Stability and Experience

20 points

Number of years in the property tax business
Successful implementation of similar projects
Financial stability

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners' Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations prove unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

AI-16817

7.I.

Requesting Authority to Advertise-Syndromic Surveillance System-Health Dept

CC CONSENT

Date: 08/11/2009
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Ratification of first advertisement date (due to time constraints and expenditure deadlines on grant for award of proposal) with authority to proceed with second advertisement and approval of procurement packet (i.e. specifications, legal notice) as attached for:
"Syndromic Surveillance System Project, Region 11" - Hidalgo County Health Department RFPNo. 2009-341-08-21-YZV.

BACKGROUND

Advertisement dates:
08/07/09 & 08/14/09

Acceptance date: 08/21/09

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1293-441-00-340-041-9-336
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available as of 8-7-09.
Project to be funded through grant funds.

Attachments

Link: [Legal Notice- Specifications](#)

Link: [Contract Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		08/07/2009 04:55 PM	PEND
2	Budget & Management	Erika Zamora	08/07/2009 09:26 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/07/2009 10:43 AM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW
Form Started By: Darlene Betancourt			Started On: 08/05/2009 11:51 AM	
Final Approval Date: 08/07/2009				

RFP NO: 2009-341-08-21-YZV	BUYER: YOLANDA Z. VELASQUEZ	Tel. No: (956) 318-2626 x4881

REQUEST FOR PROPOSALS

**Hidalgo County - Health & Human Services Department
Edinburg, Texas**

“Syndromic Surveillance System Project, Region 11”

August 21, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

LEGAL NOTICE

RFP NO: 2009-341-08-21-YZV

1. Sealed proposals will be received for Hidalgo County for: **"Syndromic Surveillance System Project, Region 11"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2009-341-08-21-YZV- "SYNDROMIC SURVEILLANCE SYSTEM PROJECT, REGION 11"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Friday, AUGUST 21, 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2009-341-08-21-YZV – SYNDROMIC SURVEILLANCE SYSTEM PROJECT, REGION 11.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us . BY NO LATER THAN Wednesday, AUGUST 12, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, AUGUST 14, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offer or whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“SYNDROMIC SURVEILLANCE SYSTEM PROJECT, REGION 11”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - . Discount payments will be considered when offered.
 - . Contact person for Billing and Payment questions:

Hidalgo County Health Department
1304 South 25th
Edinburg, Texas 78539
Attn: Josie Escalante
956-383-6221

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	<u>AUGUST 21,</u> 2009
Project/Anticipated Award Date:	<u> </u> , 2009
Commence Work or Deliver Products	<u> </u> , 2009

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

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

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

on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as none conforming.

Request for Proposal
“SYNDROMIC SURVEILLANCE SYSTEM PROJECT, REGION 11”

RFP NO: 2009-341-08-21-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

EXHIBIT "A"
HIDALGO COUNTY HEALTH DEPARTMENT
"Syndromic Surveillance System Project, Region 11"
RFP Nº 2009-341-08-21-YZV

OVERVIEW

Hidalgo County Health Department is seeking proposals for a Turnkey "Syndromic Surveillance System to Connect to 25 Hospitals in Region 11" from a qualified vendor. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Syndromic Surveillance System to Connect to 25 Hospitals in Region 11" as specified herein. Sealed proposals will be accepted until 9:30 a.m. on Friday, August 21, 2009. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No.: 2009-341-08-21-YZV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2009-341-08-21-YZV
"Syndromic Surveillance System Project, Region 11"

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. Hidalgo County will assist Hidalgo County Community Supervision & Corrections Department in addressing any and all inquiries. All responses will be distributed through Hidalgo County Purchasing Department. Proposals are received through the Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN WEDNESDAY, AUGUST 12, 2009, at 5:00 P.M.** at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, AUGUST 14 2009, AT 5:00P.M..** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause

EXHIBIT "A"
HIDALGO COUNTY HEALTH DEPARTMENT
"Syndromic Surveillance System Project, Region 11"
RFP Nº 2009-341-08-21-YZV

a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received

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HIDALGO COUNTY HEALTH DEPARTMENT
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in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Board of Judges of Hidalgo County.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

SECTION II - RFP REQUIREMENTS

Request for Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

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HIDALGO COUNTY HEALTH DEPARTMENT
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Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DURATION OF CONTRACT: The initial term of the contract shall be for a two (2) year period, , with the County's option to renew for additional one (1) year term. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal with same rates terms and conditions.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION II A – SCOPE OF SERVICE

SCOPE OF SERVICES

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter. If proposer/PARTICIPANT cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

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

- Vendor will connect hospital information systems at 25 hospitals in DSHS Health Region 11 to a central hosted infrastructure for the purpose of collecting syndromic data for use in syndromic surveillance.
- Vendor will connect hospitals using Cisco IPSEC Lan-to-lan VPNs to secure data transmission.

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- Vendor will accept real-time data connection from hospital using MLLP and HL7 protocols, using an open source HL7 integration engine and storing the data in a non-proprietary database schema using SQL Server 2005 or higher.
- Vendor will provide a virtualized host running CentOS 5.2 or greater suitable for hosting on VMWare Enterprise Infrastructure, which shall contain a working installation of Realtime Outbreak and Disease Surveillance (RODS) v5.02 or higher, with algorithm monitoring and alert triggering, and which shall use the database provided in (3) to run its detection algorithms and statistical analysis. The server will use Tomcat as the servlet container required for RODS.
- Vendor will provide a virtualized host group consisting of three hosts running Windows Server 2003 which shall be used to run ESSENCE IV in the following configuration: 1 database server running Windows 2000; 1 application server running IIS; 1 analysis server running the ingestion and background analysis.
- Vendor will provided a VMWare Enterprise Infrastructure environment to contain the hosts detailed in (4) and (5), consisting of at least three discrete ESX hosts. Hosts shall be connected to a fiber-channel storage array with at least 3 terabytes of storage on 15,000 rpm hard drives.
- Vendor will provide access to the Health Department over T1 connection to the web application servers detailed in (4) and (5).
- Security of the data shall be maintained using encrypted protocols and a secure storage implementation.
- All physical servers will be stored and operated from a secure network operations facility including smart card authentication.

SERVICES:

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

DAVIS BACON ACT (IF APPLICABLE):

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION III - SELECTION AND SCHEDULES

EXHIBIT "A"
HIDALGO COUNTY HEALTH DEPARTMENT
"Syndromic Surveillance System Project, Region 11"
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SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

Proposal Ranking: Hidalgo County Health Department and Purchasing Department will evaluate, score and rank.

Negotiation Process: The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

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

RFPs must be submitted by **no later than 9:30 a.m. on AUGUST 21, 2009.**

EVALUATION: The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-00-00**

THIS CONTRACT is made and entered into this ____ day of ____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and ____ ("Corporation").

WHEREAS, Company responded to advertised notices for proposals for **"Syndromic Surveillance System"** for **Hidalgo County** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposed, and a copy of Request for Proposal (RFP) Procurement Packet being attached hereto as Exhibits "A" (the "RFP") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Proposal Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Elected Official or Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, **2009** and ending on _____, **20**_____ and may be extended at the sole discretion of County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term, under the same rates, terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful proposalder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon

ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved on Commissioners Court: _____

APPROVED AS TO FORM:

By: _____

Date: _____

EXHIBIT “A”
SPECIFICATIONS/REQUIREMENTS

**EXHIBIT “B”
PROPOSAL**

**EXHIBIT “C”
INSURANCE REQUIREMENTS**

EXHIBIT “D”
CONFLICT OF INTEREST

**EXHIBIT “E”
PROPOSER’S AFFIDAVIT**

PROPOSALDER/VENDOR APPLICATION

W-9 FORM

DEBARMENT FORM

DRAFT

Approval to Utilize COOP's CC CONSENT

Date: 08/11/2009
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Vendor	Contract Description	Contract #
Ergogenesis, LLC	Office Furniture	TXMAS-3-7110470

Dell / (ARC) Austin Ribbon & Computer	Purchase or Lease of Dell-Branded Hardware and Related Services	DIR-SDD-890 code 48ABO

2. Approval to utilize the following cooperative purchasing vendor, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded pricing including, but not limited to, Precincts, Departments, Program, agencies, etc.:

Pasco Brokerage, Inc.	Food Services Equipment & Services	274-07
Myer's Tire Supply	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08

3. Requesting approval to inform of the new contract numbers for the following cooperative purchasing vendors through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

O'Reilly Auto Parts	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Burton Auto Supply ☒	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Southern Tire Mart	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

4. Requesting authority to enter into a (60) month new lease agreement for (2) ricoh aficio mp 6001 machine through the County's membership/participation with TASB-Buyboard's awarded vendor Ikon Office Solutions (299-08) in the amount of \$273.50/lease + \$144.00 for 20,000 copies/month = \$417.50 each copier, in the total amount of \$835.00/month with Ikon Office Solutions for the Elections Department through requisition #158549. Effective upon approval (9-1100-414-00-130-001-0-780)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: Various

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2009

ACCT. #: 9-1100-414-00-130-001-0-780

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$4,175.00 available funds in requisition no. 158549 as of 08/06/09. rc

Ref: Consent Agenda Item no. 16818 CC 08/11/09.rc

Attachments

Link: [TXMAS Ergogenesis](#)

Link: [DIR Dell-ARC](#)

Link: [TASB Buyboard Vendors](#)

Link: [TASB Buyboard Vendors New Contract Numbers](#)

Link: [TASB New Copier Lease Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2009 11:20 AM	APRV
2	Budget & Management	Erika Zamora	08/06/2009 11:23 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/06/2009 02:58 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Matilde Faz

Started On: 08/05/2009 08:29 AM

Final Approval Date: 08/07/2009



Window on State Government

Consent
8/11/09 #16803

Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ($\$50,000 * .75\% = \$375$) will be paid to the State of Texas by the TXMAS contractor.



ERGOGENESIS, LLC
Contract TXMAS-3-7110470

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
ERGOGENESIS, LLC
ONE BODYBILT PLACE
NAVASOTA TX 77868
USA

Send PO to:
ERGOGENESIS, LLC
ONE BODYBILT PLACE
NAVASOTA TX 77868
USA
Vendor ID: 10437197287

Invoice From:
ERGOGENESIS, LLC
ONE BODYBILT PLACE
NAVASOTA TX 77868
USA
Vendor ID:

Delivery: 4 WEEKS

FOB Point: ORIGIN

Terms: NET 30 DAYS

Remit To: ERGOGENESIS, LLC
ONE BODYBILT PLACE
NAVASOTA TX 77868
USA
Vendor ID:

Vendor ID: 10437197287

Business Type: Small

DUNS #: 124632725

Effective: 8/22/2003

Expires: 9/30/2011

CONTACT: RAY WOODWARD
Phone 936-825-1700 x213
rwoodward@ergogenesis.com

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers

<u>Dealer Name</u>	<u>City</u>	<u>State</u>	<u>Contract</u>	<u>Hub</u>	<u>Contact Info</u>

			<u>Number</u>		
ACRATOD OF AUSTIN, INC.	AUSTIN	TX	<u>TXMAS- 3- 7110470- 1</u>	Yes Gender=F, Ethnicity=WO	CRAIG FOLKMAN 512-451-0198 CFOLKMAN@ACRATOD.COM
A-1 ERGONOMIC SEATING	COLLEGE STATION	TX	<u>TXMAS- 3- 7110470- 2</u>	Yes Gender=F, Ethnicity=WO	CASENDRA WOODWARD 979-693-2910 CWOODWARD@SUDDENLINK.NET
WITTIGS OFFICE INTERIORS	SAN ANTONIO	TX	<u>TXMAS- 3- 7110470- 3</u>	No	CAY WILCHEK 210-270-0100 CAY_WILCHEK@WITTIGS.COM
SMALL PROJECT SOLUTIONS	COPPERAS COVE	TX	<u>TXMAS- 3- 7110470- 4</u>	Yes Gender=F, Ethnicity=BL	ESTELLA CURRY 254-542-1900 ESTELLA@SMALLPROJECTSOLUTIONS.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 8/22/2003 through 9/30/2011 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-29F-0119C.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Minimum Order: \$50.00

Maximum Order: \$100,000.00

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: ergonomic chairs , ergonomic chair , , ergonomic office chairs , ergonomic office chair , , , bodybilt , , , bodybilt chairs , ergogenesis , , ergonomic desk chair , ergonomic , , , bodybilt chair , , Ergo , , medical chairs , bodybuilt , ergonomic computer chair , ergonomic task chair , ergo chair , , ergonomically correct chairs , define ergonomics , ergonomic stool , ergonomic furniture , , body bilt , , ergonomic executive chairs , ergonomic task chairs , intensive use chairs , , , big and tall office chairs , office chair ergonomic , chair manufacture , , , conference room chairs , ergonomic executive chair , , , keyboard trays , petite office chair , , 24/7 chairs , bodybilt ergonomic chairs , bodybuilt chairs , , , ergonomics articles , , , , petite ergonomic chair , , , 24/7 chair , , big and tall chair , , computer chair ergonomic , , , , ergonomically designed chairs , j2508 , , office chairs , , , 24/7 intensive use chairs , , , bodybuilt chair , , , , ergogenesis lab chairs , ergogenesis, llc , ergonomic chair , ergonomic charis , , , ergonomical chairs , , k3507 , , , petite chairs , , , , training room chairs , , , "clean room" chairs , 24 hour chair , , , big and tall chairs , big and tall ergonomic chairs , body bilt chairs , body built ergonomic chairs , bodybilt ergogenesis , bodybilt homepage , bodybilt j3507 , bodybilt office chairs , bodybilt seating , chair ergonomic , chair upholstery , chairs, ergonomic , , clean room chairs , , define ergonomics office , define:ergonomics , ergonomic office chairs , , , , ergogenesis bodybilt , ergogenesis chairs , ergonomic chairs , ergonomic chairs , , , ergonomic chair selector , , , ergonomic medical stools , ergonomic office furniture , ergonomic office stool , , ergonomic stack chairs , , , ergonomic+chairs , , , , , intensive use seating , k2508 , , , neckroll , office chair 300 lbs , office ergonomic chair , pneumatic ergonomic task chair ,

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-8839 or 512-463-3421.

[Texas Online](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)

Susan Combs, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)
[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)

Consent
16803
8/11/09

Go Direct

for Purchase or Lease of Dell-Branded Hardware and Related Services

✓ Dell Marketing, L.P. and its resellers offer Dell-branded hardware, related services, and select third party peripherals to Texas governmental and public educational entities at discounted prices through DIR's Go DIRect Program.

- Available Equipment
- How to Order
- Contract Information
- Contacts

Available Equipment

- Desktops
- Monitors
- Notebooks/Portables
- Peripherals
- Servers
- Storage
- Software
- Third Party Software and Peripherals
- Related Accessories, Components

How to Order

- Visit the Premier Dell website, a secure, customizable procurement and support site designed to save DIR eligible customers time and money through all phases of I/T product ownership.
- For information on leasing Dell equipment, please contact one of the Dell representatives listed at the bottom of the page.
- Prices shown are for all DIR customers. Pricing is not separate for Government, Higher Education and K-12. Ground shipping is free; if you request an expedited order you are responsible for additional shipping charges.
- When you have completed the order information, print your quote form or submit the order online.
- If you have never ordered directly from Dell, Dell requires that you submit a Tax Exemption Certificate. Your order will be delayed if Dell does not have a copy of your tax certificate on file.
- Under this contract eligible customers have the following ordering options:
 - Customers may place purchase orders directly with Dell. Customers buying directly from Dell will generate a purchase order payable to **Dell Marketing**.
 - Customers may place their purchase orders directly with a Dell Participating Reseller, listed below, of their choice. Customers buying directly from Participating Resellers will generate a purchase order payable to the **Participating Reseller**. Customers placing orders with

Participating Resellers that are certified by the State as a Historically Underutilized Business (HUB) will capture 100% HUB credit for the procurement.

-  **Note:** All customer purchase orders must reference contract number **DIR-SDD-890** and contract code **#48ABO** when submitted to Dell or a Participating Reseller.
- Fax your purchase order, quote form, and tax certificate (if required) to the appropriate number below.

Contract Information

To access PDF files, use the free [Adobe Acrobat Reader](#).

Contract [DIR-SDD-890](#) expires 01/14/2010 (78 KB)
[Appendix A](#), Standard Terms and Conditions (151 KB)
[Appendix B](#), HUB Subcontracting Plan (90 KB)
[Appendix C](#), Product and Pricing Index (55 KB)
[Appendix D](#), Customer Master Services Agreement (66 KB)
[Amendment 1](#) (16 KB)
 Appendix E Master Lease Agreements:

- [Lease Purchase Schedule](#) (51 KB)
- [Dell Flex Lease Purchase Schedule](#) (65 KB)
- [True Lease Schedule](#) (46 KB)
- [Master Lease Agreement](#) (140 KB)

Contacts

Vendor Contacts

Vendor	<u>HUB</u>	Contact
Dell Marketing, L.P. Vendor ID: 174-261-6805-400	No	Dell contacts
Advant Tech Solutions Vendor ID: 142-160-6450-200	Woman Owned	Cindy Moreno Phone: 832-595-8785 Fax: 832-595-1980
Austin Ribbon and Computer Vendor ID: 174-233-9797-900	Woman Owned	ARC contacts Phone: 800-783-7459 Fax: 512-452-0691
Checkpoint Services Vendor ID: 174-277-5490-200	Woman Owned	Kristen Cox Phone: 915-581-1185 Fax: 915-585-7751
Commonwealth Computer Vendor ID: 174-274-8769-300	Black Male	Bill Broadus Phone: 210-698-3825 Fax: 210-698-3231
NWN Corp. Vendor ID: 104-353-2235-800	No	Shearrard Thomas Phone: 281-506-1112 Fax: 281-983-5599

SHI-GS Vendor ID: 122-369-5478-500	Asian Male	<u>SHI-GS contacts</u> Phone: 800-870-6079 Fax: 512-732-0232
Summus Industries Vendor ID: 176-053-3392-500	Black Male	<u>Summus contact</u> Phone: 281-340-2033 Fax: 281- 340-2053
xNet Systems Vendor ID: 176-057-7006-800	Woman Owned	<u>Barry Boland</u> Phone: 281-539-0886 Fax:281-539-0885

Dell Contacts

Equipment Purchases

Lorri Bailey
Phone: 512-723-0016
Fax: 512- 283-9092

Equipment Leasing

Michael Hall
Phone: 512-238-6800
Cell: 512-695-1786

Caren Wright
Phone: 512-728-6628

Email: State and Local Government Customers

Email: Education Customers

DIR Contract Contact

Brian Bell
Phone: 512-475-4903

Consent
#16803
8/11/09

Vendor Contract Information

Proposal Documents

[Back](#)**Vendor:** Pasco Brokerage, Inc.**Address:** P.O. Box 260399
Plano, TX 750260399**Phone:** (972) 596-3350**Contact:** Kasey Hollon**Email:** khollon@pascoinc.net**Website:** www.pascoinc.net**Federal ID:** 75-1760725**HUB Vendor:** Yes**Small Business:** Yes**Women Owned Business:**

Yes

Accepts RFQs: Yes**Contract:** Food Services Equipment & Services #274-07**Effective Date:** 11/1/2007**Expiration Date:** 10/31/2010**Payment Terms:** Net 30 days**Delivery Days:** 30**Shipping Terms:** Freight prepaid by vendor and added to invoice**Freight Terms:** FOB Shipping Point/FOB Destination**Ship Via:** Common Carrier**Quote Reference Number:**

274-07

Regions Served: All Texas Regions**States Served:** All States**Vendor Exceptions:** Some manufactures are shipped FOB Shipping Point and some are shipped FOB Destination.**Return Policy:** Per manufacturer's restock/return policy which varies by manufacturer[\[Log Out \]](#)©1996 - 2009 TASB
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Consent
#16803
3/11/09

Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: Myer's Tire Supply
Address: 2210 Edwards St.
Houston, TX 77007
Phone: (713) 213-7240
Contact: Scott Winkler
Email: swinkler@myerstiresupply.com

Federal ID: 34-1907385

Accepts RFQs: Yes

Contract: Tires, Tubes & Automotive Parts, Supplies & Equipment #307-08

Effective Date: 12/1/2008

Expiration Date: 11/30/2011

Fee Schedule: .02

Payment Terms: Net 30 days

Delivery Days: 5

Shipping Terms: Free Shipping

Freight Terms: FOB Destination

Ship Via: Common Carrier/Company Tr

Quote Reference Number: 307-08

Regions Served: Regions 3, 4, 5, 6, 13

States Served: Texas

Return Policy: All manufacturer warranties honored for returns, all new in original packaging
returns honored anytime, used product returned only if "Like New".

Additional Dealers: Myers Tire Supply - Dallas Branch, 2939 Irving Blvd, Ste 305, Dallas, TX 75247-
5243, 214-634-2394; Myers Tire Supply - San Antonio Branch, 207 W. Cevallos
St., San Antonio, TX 78204, 210-225-4291

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Vendor Contract Information

Proposal Documents

[Back](#)**Vendor:** O'Reilly Auto Parts**Address:** 233 S. Patterson
Springfield, MO 65802**Phone:** (417) 874-7131**Contact:** Doug Wallis**Email:** installer_pricing@oreillyauto.com**Website:** www.firstcallonline.com/FirstCallOnline/**Federal ID:** 44-0618012**Accepts RFQs:** Yes**Contract:** Tires, Tubes & Automotive Parts, Supplies & Equipment #307-08**Effective Date:** 12/1/2008**Expiration Date:** 11/30/2011**Fee Schedule:** .02**Payment Terms:** 2% in 10/Net 20**Delivery Days:** 1**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Company Truck**Quote Reference Number:** 307-08**Regions Served:** All Texas regions**States Served:** Alabama, Alaska, Arkansas, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, North Carolina, Ohio, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, Virginia, West Virginia, Wisconsin, Wyoming**Return Policy:** We will take back anything purchased from O'Reilly that has not been installed and is in original package.[\[Log Out \]](#)©1996 - 2009 TASB
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Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: Burton Auto Supply
Address: P.O. Box 297
Weslaco, TX 78599
Phone: (956) 973-3121
Contact: Richard Vaughan
Email: rvaughan@burtoncompanies.com
Website: www.burtoncompanies.com
Federal ID: 74-2223327

Accepts RFQs: Yes

Contract: Tires, Tubes & Automotive Parts, Supplies & Equipment #307-08

Effective Date: 12/1/2008

Expiration Date: 11/30/2011

Fee Schedule: .02

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Free Shipping

Freight Terms: Fob Destination

Ship Via: Best Way

Quote Reference Number: 307-08

Regions Served: Region 1

States Served: Texas

Return Policy: Returns should be within 90 days of purchase without penalty unless otherwise specified.

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Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: Southern Tire Mart

Address: 5051 Sharp Street
Dallas, TX 75247

Phone: (877) 786-4681

Contact: Bobby Harms

Email: bharms@stmtires.com

Federal ID: 06-1689011

Accepts RFQs: Yes

Contract: Tires, Tubes & Automotive Parts, Supplies & Equipment #307-08

Effective Date: 12/1/2008

Expiration Date: 11/30/2011

Fee Schedule: .02

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Free Shipping

Freight Terms: FOB Destination

Ship Via: Company Truck

Quote Reference Number: 307-08

Regions Served: Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20

States Served: Texas

Return Policy: 120 days

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Requisition

Req # 00158549

PO #

Date: 07/09/09

*Consent
\$ 16803
8/11/09*

Bill To: x
x

Vendor: 243353

IKON OFFICE SOLUTIONS
809A SAVANNAH AVE #311
MCALLEN TX 78503-3003

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: TERRY TRUJILLO
956-318-2570

Contract No: BUYBOARD

Special Instructions:

REQ # 106

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		LEASE TASB BUYBOARD PRICING DO NOT DUPLICATE ORDER		
5.00	MONTH	LEASING OF 2 RICOH MP 6001 COPIERS	295.00	1,475.00
5.00	MONTH	FINISHER SR842 X 2	114.00	570.00
5.00	MONTH	2/3 HOLE PUNCH KIT TYPE 1075 X 2	18.00	90.00
5.00	EACH	PRINTER/SCANNER UNIT TYE 8000 X 2	36.00	180.00
5.00	MONTH	RT43 X 2	42.00	210.00
5.00	MONTH	DIGITAL QC 120/20 NETWORK X 2	4.00	20.00
5.00	MONTH	SEG 4 (41-69 PPM) X 2	16.00	80.00
5.00	MONTH	RICOH BASIC SCAN (SCAN TO FOLDER/EMAIL) X 2	22.00	110.00
5.00	MONTH	20,000 B/W COPIES INCLUDED PER MO. - SERVICE .006 B/W OVERAGE (FIXED)	288.00	1,440.00
		Account No _____	Encumbrance	
			Freight	.00
			Total	4,175.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Capital Lease Versus Operating Lease Test

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

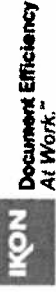
Lease / Property Schedule No.	Asset Module Asset ID No.	Lease Term Commence Date	Description	Monthly Payment Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
sample		11/23/2007	WC 7132 Copier-Printer		N	N	39	60	\$6,495	\$5,279	Capital Lease
Human S	TCPN	1/13/2009	WC 5645 PRINTER	\$467.68	N	N	39	60	18,240	18,247	Capital Lease
DA/Adm.	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Misdea	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Civil	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Hot Ck	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Fel. 1	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Fel. Inik	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Appeals	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
Fire Marsha	TCPN	3/3/2009	WCM201 22PPM CO/PR/S	\$69.67	N	N	60	60	4,180	29,261	Capital Lease
ROW	TCPN	3/9/2009	WC7328 PRINTER	\$256.16	N	N	48	60	12,296	12,100	Capital Lease
Aux. Crl.	TCPN	3/24/2009	W7655P COPIER/PRINTER	\$775.31	N	N	48	60	37,215	37,241	Capital Lease
Pct. 2 Adm.	TCPN	5/26/2009	WC4260S PRINTER	\$195.15	N	N	39	60	7,611	8,726	Operating Lease
Pct. 2 CRC	TCPN	5/26/2009	W5030PH PRINTER	\$198.20	N	N	39	60	7,730	16,170	Operating Lease
Cont. Pct 4	TASB	5/26/2009	W5222 COPIER	\$139.49	N	N	39	60	5,440	16,170	Operating Lease
JP 3 PL 1	TCPN	6/22/2009	E Studio 283 COPIER	\$156.64	N	N	36	60	5,639	3,676	Capital Lease
Ct. Law 5	TCPN	6/30/2009	WC7345 COLOR C/P	\$379.10	N	N	39	60	14,785	19,785	Operating Lease
Bldg & Gro	TCPN	7/7/2009	WC4150 COPIER	\$139.79	N	N	39	60	5,452	5,532	Capital Lease
Elections	TASB	7/14/2009	WC7328 PRINTER	\$326.45	N	N	48	60	15,670	17,772	Capital Lease
		8/11/2009	RICOH MP6001	\$417.50	N	N	60	60	25,050	12,052	Capital Lease
		8/11/2009	RICOH MP6001	\$417.50	N	N	60	60	25,050	12,052	Capital Lease

Instructions:

1. Overwrite the first record which is provided as a sample.
2. Enter values in the mandatory fields (green highlight), if available.
3. The results of the test will display in the last column.
4. Highlight the basis of your answers to the above test criteria on the source documents.
5. For each capital lease, attach this schedule and the lease/property schedule agreements as support to Form AM-5.

Hidalgo County Elections

Proposal for Terry Trujillo



Product Description		Price		60 Months	Quantity	Total
Ricoh MP 6001 Lease Option						
Ricoh Aficio MP 6001						
SR 4030 Finisher (3,000 Sheet- 50 Staple)	MP6001		\$7,479.00		2	\$335.00
2/3 Hole Punch Unit Type 3260	414957		\$1,453.00	\$33.00	2	\$66.00
Printer Scanner Unit Type 9001	412209		\$416.00	\$10.00	2	\$20.00
RT43	414954		\$1,621.00	\$37.00	2	\$74.00
Digital QC 120/20 Network	414517		\$991.00	\$23.00	2	\$46.00
	D5143NT		\$92.00	\$3.00	2	\$6.00
40,000 b/w copies included per month				\$288.00	1	\$288.00
					TOTAL	\$835.00

Maintenance includes parts, labor and toner supply.

* Pricing is from TASB Buyboard (# 299-08)

* Signing new agreement ends current agreement of \$602 per month on ID# 10609449

* Signing new agreement credits past due amount of \$1075.06 on ID# 10366180

* Property Tax is INCLUDED!

* You will receive NO EXTRA charges besides lease payment and overages if applicable

Prepared by:
Joseph A. Smith
Cell -(956) 878-0058



**Document Efficiency
At Work.™**

STATE AND LOCAL GOVERNMENT

Product Schedule

Image Management Plus

Product Schedule Number: _____

State and Local Government

Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and Hidalgo, County of, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Hidalgo, County of				Elections Dept.			
Customer (Bill to)				Product Location			
101 S. 10th Street				101 S 10TH ST			
Address				Address			
EDINBURG HIDALGO TX 78539-3523				EDINBURG HIDALGO TX 78539			
City County State Zip				City County State Zip			
Customer Contact Name:				Customer Telephone Number:		Fax Number/E-mail Address:	
TERRY TRUJILLO				(956) 318-2570		(956) 393-2081/TERRY.TRUJILLO@CO.HIDALGO.TX.US	

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	[FOC] RICOH AFICIO MP6001		
1	[FOC] RICOH AFICIO MP6001		

PAYMENT SCHEDULE

Minimum Term (mos.) <u>60</u>	Cost Per Image <u>0.0209 bw</u>	Cost of Additional Images <u>0.0080 bw</u>	Guaranteed Minimum Monthly/Quarterly/Other Images <u>40000 bw</u>	Meter Reading/Billing For Additional Images <u>Monthly</u> <u>Quarterly</u> ☒ <u>Other</u> <u>Annual</u>
Minimum Payment Without Tax \$ <u>835</u>	Payment Due ☒ <u>Monthly</u> <u>Quarterly</u> <u>Other</u>		Advance Payment \$ <u> </u> <u>Apply to 1st Payment</u> <u>Other</u>	

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____

Addendum(s) Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any monthly/quarterly/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than 20% over the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
- Additional Provisions (if any) are: _____

CUSTOMER

X _____ Title: _____ Date: _____
Authorized Signer

(Authorized Signer's printed name)

IKON OFFICE SOLUTIONS, INC.

X _____ Title: _____ Date: _____
Authorized Signer

(Authorized Signer's printed name)

IMAGE MANAGEMENT PLUS COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. The Service Commitments are only applicable to the equipment ("Equipment") described in the Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers. The Service Commitments are effective on the date the Equipment is accepted by you and apply during IKON's normal business hours, excluding weekends and IKON recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, will not increase in price during the Minimum Term of the Schedule, unless agreed to in writing and signed by both parties.

EQUIPMENT SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 9:00am and 5:00pm, Monday to Friday excluding public holidays. IKON will also provide the supplies required to produce images on the Equipment covered under the Schedule (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

RESPONSE TIME COMMITMENT

IKON will provide a quarterly average response time of 2 to 6 hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. Response time is measured in aggregate for all Equipment covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Quality Assurance" section.

UPTIME PERFORMANCE COMMITMENT

IKON will service the Equipment to be Operational with a quarterly uptime average of 95% (based on all Equipment) during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Equipment is again Operational. You agree to make the Equipment available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Schedule to which these Service Commitments relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will, on a quarterly basis, present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images requires a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term up to 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower cost per image and payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of amendment.

EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Schedule to which these Service Commitments relate, you may reconfigure the Equipment or Professional Services by adding, exchanging, or upgrading to an item of Equipment or

Professional Services with additional features or enhanced technology. A new Schedule for not less than the remaining term of the existing Schedule, must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Equipment in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at IKON's service center, or IKON will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments. Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local IKON office.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of _____, 20__.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

IKON OFFICE SOLUTIONS, INC.

By: _____
Name: _____
Title: _____
Date: _____

Equipment Removal Authorization

Equipment Leased by Customer from IKON, IOS Capital, or IKON Financial Services

CUSTOMER INFORMATION

Customer Name	Hidalgo, County of	Date Prepared	
Contact Name	TERRY TRUJILLO	Phone	(956) 318-2570
Email	TERRY.TRUJILLO@CO.HIDALGO.TX.US	Fax	(956) 393-2081

☐ Check if Additional Product Description page(s) attached

TERMS AND CONDITIONS

This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are currently leased by you from IKON, IOS Capital or IKON Financial Services, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by IKON. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, and (2) the request shall be governed by this Authorization. Except for the obligations of IKON to pick-up and remove the identified equipment, IKON does not assume any obligation, payment or otherwise, under your lease agreement, which shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you under your lease agreement.

EQUIPMENT INFORMATION

Make /Model /Serial Number	CANON/IR5570/KHT05628	Contact	TERRY TRUJILLO
Pick-Up Address	101 S 10TH ST	Phone	(956) 318-2570
City	EDINBURG	State	TX Zip Code 78539
Make /Model /Serial Number		Contact	
Pick-Up Address		Phone	
City		State	Zip Code
Make /Model /Serial Number		Contact	
Pick-Up Address		Phone	
City		State	Zip Code
Make /Model /Serial Number		Contact	
Pick-Up Address		Phone	
City		State	Zip Code

CUSTOMER

Authorized Signature	
Signature Printed Name	
Title	
Date	

IKON OFFICE SOLUTIONS, INC.

Authorized Signature	
Signature Printed Name	
Title	
Date	



AI-16820

7.K.

**Requesting Approval of 1 Year Extension with Pro-Medic EMS, LLC for
Emergency Ambulance Services- Pct. 3**

CC CONSENT

Date: 08/11/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the one (1) year extension as provided in the current contract C-07-220-08-21 for Emergency Ambulance Services – Hidalgo County Precinct # 3 under the same rates, terms and conditions with Pro-Medic EMS, LLC with renewal/extension date effective August 22, 2009 through August 21, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Budgetary impact to the county, ambulance services are at no charge to county.

Attachments

Link: [07-220 pro medic agrmnt](#)
Link: [insurance pro-medic](#)
Link: [Letter with Pro-Medic](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2009 11:51 AM	APRV
2	Budget & Management	Erika Zamora	08/06/2009 01:25 PM	APRV
3	Perla Lopez	Perla Lopez	08/07/2009 03:08 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Yvette Islas
Started On: 08/05/2009 01:41 PM
Final Approval Date: 08/07/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

EMERGENCY AMBULANCE SERVICE CONTRACT
C-07-220-08-21

THIS CONTRACT is made and entered into this ~~21st~~^{1st} day of **August, 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **PRO-MEDIC EMS LLC**, a Limited Liability Corporation ("Company").

WHEREAS, rural areas situated outside the corporate boundaries of any cities in Precinct 3 of Hidalgo County and not served by ambulance service of any fire district located in such Precinct 3, as well as the areas within the municipal boundaries of the cities of Alton, Palmview, Granjeno, La Joya, Sullivan City and Penitas (collectively, the "Service Area" or "Service Areas"), are not consistently served by ambulance service: and

WHEREAS, the provision of emergency ambulance services may, under Texas law, be provided to a Service Area by a county; however, counties are not required to provide services to a Service Area by a county; and

WHEREAS, County has, on August 14, 2007, acting through its Commissioners Court, awarded a contract to Company to perform the services; and

WHEREAS, Company is duly licensed under the Emergency Medical Services Act, V.T.C.A., Health and Safety Code (the "Act"); and

WHEREAS, Company is willing to provide services in accordance with the specifications attached hereto as Exhibit "A" and incorporated herein by reference (the "Specifications"); and

WHEREAS, The term "Specifications" as used herein shall mean the specifications dated June 27, 2007 a copy of same is attached hereto as Exhibit "A" and incorporated herein for all purposes.

WHEREAS, in recognition of and in consideration of Company's agreement to the terms and conditions herein contained, the Commissioners Court of County deems it in the best interest to the inhabitants of the Service Area of Hidalgo County to contract with Company on the terms and conditions as contained in this Contract.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Emergency Ambulance Service Contract is entered into in order to provide emergency ambulance service to inhabitants of the Service Area of Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide emergency ambulance service for the general public in the Service Area in response to calls for emergency ambulance service pursuant to the terms of this Contract. Company also agrees to respond to any emergency ambulance calls in the Service Area.

3. Company hereby promises and agrees to maintain at the Company's sole expense a state of the art communication center that will be capable of managing all EMS calls for Pro-Medic EMS, Inc. county wide, a description of which is attached hereto as **Exhibit "D"** ("Communications Center").

4. This Contract shall be for a period beginning at 12:01 a.m. **August 21, 2007** and

ending **August 21, 2009**, at 12:00 a.m., with an option to extent an additional one (1) year term, unless (the "Termination Date") this contract is earlier terminated pursuant to the provisions herein.

5. As a condition of this Contract, if a new Provider is not in place at the end of the normal contract term, termination/cancellation date, current provider will continue providing services for a period not to exceed 90 (ninety) days or until new contract is approved.

6. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of health (the "License"), subject to all terms and conditions of the Act, as may from time to time be amended.

7. All ambulances operated under the License shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provide emergency medical care in such ambulances shall have the qualifications, skill and expertise to perform such emergency medical services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the State Board of Health or any other agency or authority having jurisdiction with regard to the operation and/or provision of ambulance service, and with the terms of the Specifications.

8. As consideration for rendering the Emergency Ambulance Service provided for in this Contract, the Company agrees not to charge the County for services rendered.

9. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured, with the coverages and in the amounts described in the Specifications, and shall furnish to County certificated of such insurance coverage.

10. Company shall provide a sufficient number of ambulances, personnel and equipment as further defined in the Specifications, available to answer and service emergency call that it receives from any source within the Service Area, and insures that upon every response, Company shall have at least two state certified emergency service personnel responding to the call.

11. The fees charged by Company to the public shall be the Company's ordinary and customary fees. (See Exhibit "B")

12. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

13. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

14. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the emergency services provided by Company, and that Company is an independent contractor under this Contract.

15. In the event that either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party has so defaulted, the non-defaulting party will give written notice to the offending or alleged offending party, setting forth such default, and the offending party shall have thirty (30) days after receipt of such written notice to cure such default unless the default is that of Company and such default creates, in the sole opinion of the County, life threatening conditions in which case this Contract may be terminated immediately.

If either party hereto fails to sol cure a default, the non-offending party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-breaching party may have in a court of competent jurisdiction. Any provision of this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract with or without cause, Company agrees to continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

16. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as st forth below:

If to County: The County of Hidalgo
 Attn: County Judge
 Hidalgo County Administration Building
 100 E. Cano
 Edinburg, Texas 78539

If to Company: PRO-MEDIC EMS, INC.
 Attn: Mr. Jesus Flores
 P.O. Box 2190
 San Juan, Texas 78589

17. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

20. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

21. Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

- a. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.
- b. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

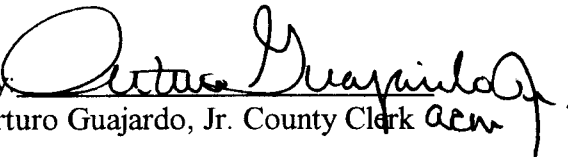
22. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this

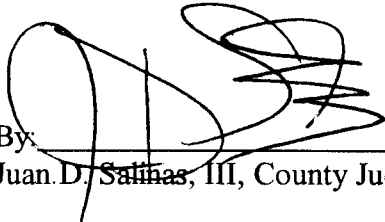
Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl 1995).

WITNESS our hands in duplicate originals this _____ day of August , 2007

ATTEST:

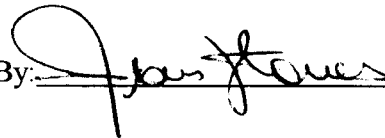
COUNTY OF HIDALGO

By: 
Arturo Guajardo, Jr. County Clerk

By: 
Juan D. Salinas, III, County Judge

COMPANY:

PRO-MEDIC EMS LLC.

By: 

Approved on Commissioners' Court 08/21/2007

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

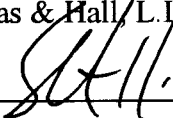
By: 

**EXHIBIT “A”
SPECIFICATIONS
&
LICENSES**

EXHIBIT "A"

REQUIREMENTS, SCOPE OF SERVICES AND RESPONSIBILITIES:

Company must provide a minimum of Advanced Life Support ("ALS") or higher services at all times and for all calls, according to the standards and conditions established by the Texas Department of Health and the Texas Emergency Medical Services Act, Tex. Health & Safety Code Ann. Ch. 773 (Vernon 1992 & Supp. 1995).

Company must be able to assign a minimum of two (2) ALS-equipped or better ambulance units exclusively to services in the Service Area, with a base station in such area.

Company must have in place, or be able to acquire prior to the commencement date of any services provided under this Contract, mutual aid agreements with other emergency medical services providers in the neighboring areas to assist in the event of a major incident or should additional units be otherwise required on a temporary basis to adequately cover the contemplated service area. Such arrangements shall, at all times, be subject to the approval of the Hidalgo County Commissioners Court. Mutual aid arrangements may be used by Company to meet the response time and performance requirements of these Specifications, provided, however, that the services provided by other ambulance services shall be of a level at least equal to the minimum requirements of these Specifications.

Company shall be responsible for all day-to-day operations of the emergency medical services provided in the Service Area, including, but not limited to, hiring, staffing, dispatching, field operations, billing, collections, and purchasing, and shall provide all necessary in-service and other training of all dispatchers, field personnel, drivers, technicians, and paramedics.

Company must have in place or be able to acquire prior to the commencement date of any services provided under this Contract, arrangements with "first responder organizations" such as local police and fire departments to assist Company responding to emergency calls within the Service Area. Where first responder organizations are units of or affiliated with political subdivisions of the state of Texas (e.g. ... fire departments, police departments, and/or sheriff's departments), Company will provide such organizations with all necessary equipment and supplies, including, but not limited to trauma kits and pediatric kits, at no cost to such political subdivisions or the first responder organization. In addition, all first responder organizations will be provided with training if necessary to meet state certification requirements at no additional cost to such organization or political subdivisions.

Company must have in place, or be able to acquire prior to the commencement date of any services provided under this contract, arrangements with local hospitals within and near the Service Areas for telemetry and telecommunications contact with emergency department physicians, and for patient assessment techniques, standing orders, and recommend diagnoses or medical protocols.

Company shall prepare and publish professionally prepared pamphlets, brochures, circular and other documents necessary and appropriate to advise residents of the service area of the levels and types of services available, complaint procedures, and the rates charged by the Company.

To the extent available in the service area, Company will make arrangements for interface with the "911" dispatching system on or before the commencement of services provided under this Contract.

Company shall be expected to promote and maintain a good reputation in the medical community through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints from whatever source, and leadership in community education programs such as basic first aid and "CPR" training, health fairs, and school visits.

While this Contract is a "performance contract", and while Company is encouraged to employ its own methods and techniques for producing the highest levels of patient care, Company is expected, as well, to utilize management practices that ensure all field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are relieved at such times as to prevent persons with impaired judgment or motor skills from serving patients.

For at least ninety percent (90%) of all calls, as determined by the dispatcher in strict accordance with approved telephone protocols, Company shall maintain a call-to-on-scene response time of twenty (20) minutes or less. All response time in excess of twenty (20) minutes shall be documented in writing, together with Company's efforts to eliminate repetition of poor response-time performance.

Company will be allowed to provide non-emergency transport of patients within and surrounding the Service Area, provided such non-emergency transport do not in any manner impair Company's ability to meet the service and response time requirements of these Specifications.

Company must make provision to allow for direct radio or other telecommunication contact between mutual aid providers, first response providers and Company and its dispatchers to effect accurate and reliable coordination of efforts between such providers.

In order to provide the highest quality of care to patients of Company, the following minimum standards of hygiene must be observed:

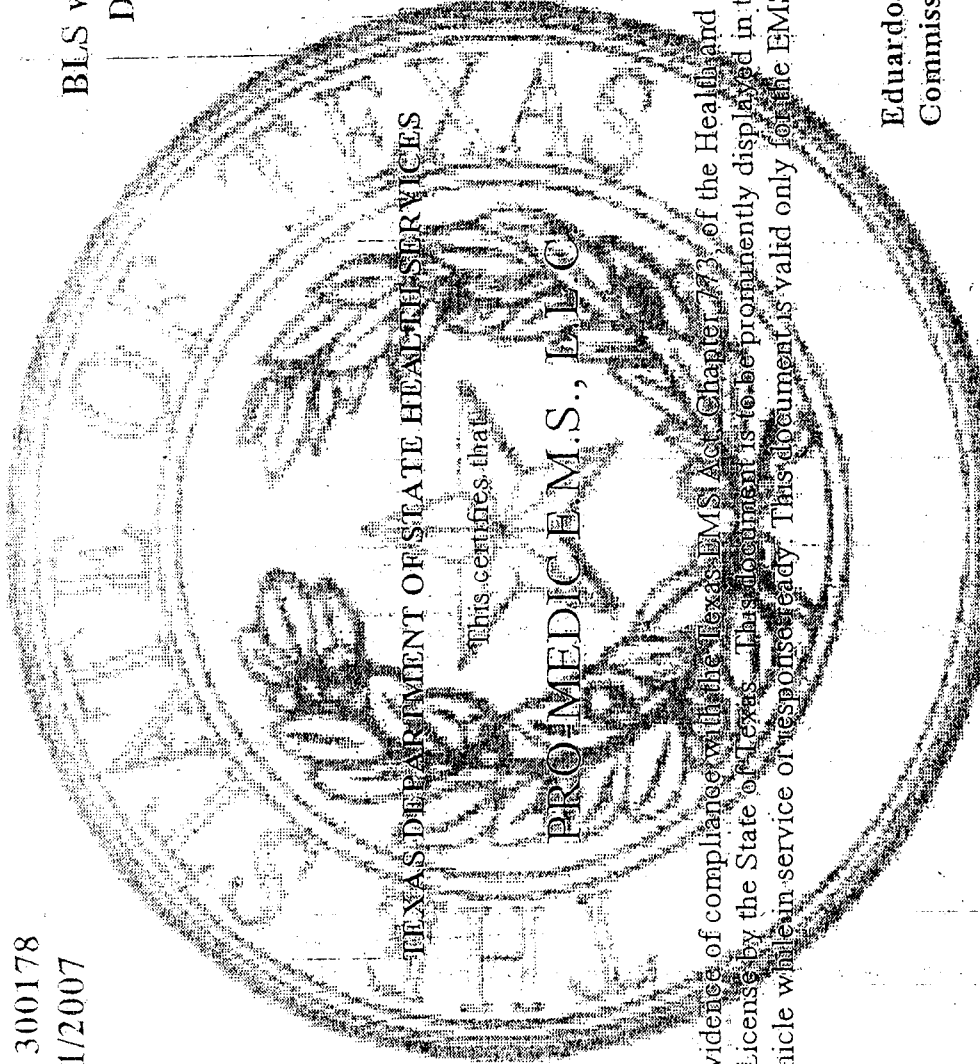
After transportation of a patient, the interior of the ambulance shall be straightened and cleaned. All linens shall be replaced.

If a patient with an infectious disease is transported, the ambulance interior shall be completely cleaned and disinfected. All applicable infection control standards and operating procedures shall be adhered to.

Services will be provided in rural areas situated outside the corporate boundaries of any cities in Precinct 3 of Hidalgo County and not served by ambulance service of any fire district located in Precinct 3. Cities are Alton, Palmview, Granjeno, La Joya, Sullivan City, and Penitas (Service Area).

Provider License No.: 300178
Expiration Date: 12/31/2007
Issued: 12/31/2005

Vehicle Designation:
BLS with MICU Capability
Document No.: 142261



has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

EJ Sanchez
Eduardo J. Sanchez, M.D., M.P.H.
Commissioner

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to EMS_Complaint@dshs.state.tx.us

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS	CLIA ID NUMBER
PRO MEDIC EMS LLC	45D1032358
1000 E FRONTAGE ROAD	EFFECTIVE DATE
SAN JUAN, TX 78589	10/21/2006
LABORATORY DIRECTOR	EXPIRATION DATE
JOVITA GONZALES	10/20/2008

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Judith A. Yost

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

PRO MEDIC EMS
 MELENDEZ-BAEZ, IVAN GILBERTO
 P.O. BOX 2190
 1000 EAST FRONTAGE ROAD TX 78589-0000
 SAN JUAN

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
MP0450849	03-31-2008	FEE PAID
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N	MID-LEVEL PRACTITIONER	04-13-2005
PRO MEDIC EMS MELENDEZ-BAEZ, IVAN GILBERTO P.O. BOX 2190 1000 EAST FRONTAGE ROAD SAN JUAN TX 78589-0000		

ADDRESS CHANGE REQUEST MP0450849

PRO MEDIC EMS

New Address

City State Zip Code

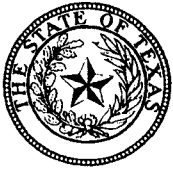
Signature See back for additional information Date

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
MP0450849	03-31-2008	FEE PAID
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N	MID-LEVEL PRACTITIONER	04-13-2005
PRO MEDIC EMS MELENDEZ-BAEZ, IVAN GILBERTO P.O. BOX 2190 1000 EAST FRONTAGE ROAD SAN JUAN TX 78589-0000		

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

Registered activity within schedule is restricted by your state



EMERGENCY MEDICAL SERVICES VEHICLE FORM

EMS Provider Name: <u>Pro Medic EMS LLC</u>					License #: <u>300178</u>	
Unit #	Vehicle Identification Number	Type I, II, III	License Tag Number	Make (Ford, Chevy)	Year of chassis manufacture	*Category (BLS/MICU)
M-1	1FDWF36F32EB92098	I	P06-YPM	Ford	2002	BLS/MICU
M-2	1FDWF36F02EC07138	I	R24-YND	Ford	2002	BLS/MICU
M-3	1FDWF36F73EA65132	I	8RK-S19	Ford	2002	BLS/MICU
M-4	1FDXE40F6XHA94176	III	J08-ZYB	Ford	1999	BLS/MICU
M-5	1FDXE40F5XHA71777	III	J09-ZYB	Ford	1999	BLS/MICU
M-6	1FDJS34F2VHB47021	II	217-SVH	Ford	1997	BLS/MICU
M-7	1FDWF36F1YEE10225	I	169-VYL	Ford	2000	BLS/MICU
M-8	1FDSS34F0YHA72764	II	J93-GSC	Ford	2001	BLS/MICU
M-9	1FDWE35F52HA38947	III	O86-CMB	Ford	2000	BLS/MICU
M-10	1FDWF36F24ED72293	I	171-VYL	Ford	2000	BLS/MICU

* BLS, BLS/A, BLS/M, ALS, ALS/M, MICU, MICU Air – RW or FW, SPEC (Specialized)

Vehicle Fees: \$180 for each EMS Vehicle operated; \$90 if the license is valid for less than 12 months *Vehicle additions require fee	Application Fees: \$510 per application \$250 if the license is valid for less than 12 months *Required only with license application
Fee exemption: Provider must exclusively use volunteers or have no more than five full-time paid staff or equivalent	
Total Fee Submitted ☐ Fee Exemption Requested	
Make payment to: TEXAS DEPARTMENT OF STATE HEALTH SERVICES	
I <u>Jesus Flores</u> , submit this application in behalf of the above named entity, to the Texas Department of State Health services. I hereby affirm and declare that all information submitted on this form is true and correct.	
Signature: _____ Date: _____	

DO NOT WRITE BELOW - THIS AREA FOR TEXAS DEPARTMENT OF STATE HEALTH SERVICES USE ONLY					
License #:	Tracking #:	Application Received Date:	License Effective Date:	License Expiration Date :	
Amount to Delegated Agent:\$		Application Approval Date:	Approved By:		
Amount to DSHS:\$					
Receipt #:		Total Authorizations Issued			
Fee Postmark Date:		BLS:	ALS:	MICU Air Rotor-Wing:	
Fee Received Date:		BLS/A:	ALS/M:	MICU Air Fixed-Wing:	
Fee Deposit Date:		BLS/M:	MICU:	Specialized:	



EMERGENCY MEDICAL SERVICES VEHICLE FORM

EMS Provider Name: <u>Pro Medic EMS LLC</u>					License #: <u>300178</u>	
Unit #	Vehicle Identification Number	Type I, II, III	License Tag Number	Make (Ford, Chevy)	Year of chassis manufacture	*Category (BLS/MICU)
M-11	1FDXE45F22HB59073	III	925-TVF	Ford	2002	BLS/MICU
M-12	1FDSS34F41HA86365	II	M23-YBY	Ford	2001	BLS/MICU
M-13	1FDSS34F21HA86364	II	M24-YBY	Ford	2001	BLS/MICU
M-14	1FDJS34F5SHB28572	II	W79-DWS	Ford	1995	BLS/MICU
M-15	1FDWE35F0IHB30742	III	O97-CMB	Ford	2001	BLS/MICU
M-16	1FDWE36PO3ED85769	I	O2F-MP5	Ford	2003	BLS/MICU
M-17	1FDXE40F8WHB92978	III	Z21-GZW	Ford	1998	BLS/MICU
M-18	1FDJS34F8THA82849	II	361-JYL	Ford	1996	BLS/MICU
M-19	1FDSS34P66DA28250	II	578-PFS	Ford	2006	BLS/MICU
M-20	1FDSS34PX6DA40188	II	579-PFS	Ford	2006	BLS/MICU

* BLS, BLS/A, BLS/M, ALS, ALS/M, MICU, MICU Air – RW or FW, SPEC (Specialized)

Vehicle Fees: \$180 for each EMS Vehicle operated; \$90 if the license is valid for less than 12 months *Vehicle additions require fee	Application Fees: \$510 per application \$250 if the license is valid for less than 12 months *Required only with license application
Fee exemption: Provider must exclusively use volunteers or have no more than five full-time paid staff or equivalent	
Total Fee Submitted ☐ Fee Exemption Requested	
Make payment to: TEXAS DEPARTMENT OF STATE HEALTH SERVICES	
I <u>Jesus Flores</u> , submit this application in behalf of the above named entity, to the Texas Department of State Health services. I hereby affirm and declare that all information submitted on this form is true and correct.	
Signature: _____ Date: _____	

DO NOT WRITE BELOW - THIS AREA FOR TEXAS DEPARTMENT OF STATE HEALTH SERVICES USE ONLY				
License #:	Tracking #:	Application Received Date:	License Effective Date:	License Expiration Date :
Amount to Delegated Agent:\$		Application Approval Date:	Approved By:	
Amount to DSHS:\$				
Receipt #:		Total Authorizations Issued		
Fee Postmark Date:	BLS:	ALS:	MICU Air Rotor-Wing:	
Fee Received Date:	BLS/A:	ALS/M:	MICU Air Fixed-Wing:	
Fee Deposit Date:	BLS/M:	MICU:	Specialized:	

**EXHIBIT “B”
FEE SCHEDULE**



Pro Medic EMS LLC Proposes a **Zero Dollar Bid (\$0.00)** for the
"Emergency Ambulance Service for Unincorporated Areas in Precinct # 3"
RFP NO: 07 – 220 – 06 – 27 – YSI contract commencing July 21st 2007 and expiring
July 20th 2009 with option to rollover for one (1) year after the two (2) year term.



EMS FEE SCHEDULE

CHECK SERVICE PROVIDED		INTRAVENOUS PROCEDURE / SUPPLIES		SMR PROCEDURE / SUPPLIES	
\$ 325.00	ALS 1 EMERGENCY LEVEL 1	\$ 25.00	16 gauge Intraosseous Needle	\$ 15.00	Disposable Headblocks
\$ 325.00	ALS 2 EMERGENCY LEVEL 2	\$ 10.00	Sterile Needle (any size)	\$ 27.50	Long Board Splint
\$ 325.00	ALS 1 NON-EMERGENCY LEVEL 1	\$ 12.00	Sterile Syringe (any size)	\$ 27.50	Medium Board Splint
\$ 325.00	ALS EMERGENCY LEVEL 1	\$ 5.00	Tourniquet	\$ 27.50	Short Board Splint
\$ 325.00	ALS NON-EMERGENCY LEVEL 1	CARDIAC		\$ 50.00	KED
\$ 325.00	BLS EMERGENCY	\$ 75.00	Cardio Pulmonary Resuscitation	\$ 75.00	Traction Splint
\$ 325.00	BLS NON-EMERGENCY	\$ 66.00	Cardioversion	GLUCOSE MONITORING / SUPPLIES	
\$ 325.00	SPECIALTY CARE TRANSPORT	\$ 66.00	Defibrillation	\$ 30.00	Glucometer
\$ 12.00	MILEAGE	\$ 66.00	Externa Pacing	\$ 30.00	Glucose test strip
\$ 50.00	WAIT TIME	\$ 66.00	Defibrillating Pads	\$ 30.00	Lancet
\$ 200.00	TREATMENT-NO TRANSPORT	\$ 66.00	External Pacing Pads	BANDAGING / DRESSING SUPPLIES	
\$ 75.00	EXTRA ATTENDANT	\$ 16.50	ECG Monitoring	\$ 5.00	2"x2" gauze sponge
AIRWAY PROCEDURE / SUPPLIES		\$ 75.00	EKG Tracing	\$ 5.00	4"x4" gauze sponge
\$ 35.00	Oxygen Administration	\$ 16.50	EKG Electrodes	\$ 5.50	5"x9" gauze pad
\$ 35.00	Oxygen	MEDICATION		\$ 8.80	Trauma Dressing
\$ 27.50	Adult Non-Rebreather	\$ 2.00	Aspirin	\$ 16.50	Burn Sheet
\$ 36.25	Pediatric Non-Rebreather	\$ 95.00	Adenosine 6mg	\$ 12.52	Vaseline Gauze
\$ 5.50	Nebulizer	\$ 35.00	Albuterol 0.083%	\$ 25.00	OB Kit
\$ 10.00	Oral / Nasal Pharyngeal Airway	\$ 25.00	Atropine Sulfate 1 mg	\$ 25.00	Silver Swaddler (baby bunting)
\$ 25.00	Magill Forceps	\$ 35.00	Atrovent	\$ 10.00	Kerlix
\$ 60.00	Intubation Procedure	\$ 15.00	Activated Charcoal	\$ 5.00	Triangular Bandage
\$ 150.00	Combi Tube Airway	\$ 20.00	Benadryl 50 mg	\$ 5.50	Cold Pack
\$ 36.25	BVM Disposable	\$ 60.00	Dopamine	DISPOSABLE / SUPPLIES	
\$ 75.00	Endotracheal Tube	\$ 55.00	Dextrose 50%	\$ 6.50	Bite Stick
\$ 10.00	Stylet	\$ 20.00	Epinephrine 1:1,000 1 mg	\$ 5.50	Convenience Bag
\$ 12.50	ET Tube Holder	\$ 20.00	Epinephrine 1: 10,000 1 mg	\$ 12.00	Bed Pan
\$ 60.00	Esophageal Intubation Detector	\$ 15.00	Furosemide	\$ 6.00	Urinal
\$ 35.00	Ventilator	\$ 12.00	Insta Glucose 15 gm	\$ 5.00	Alcohol Pads
\$ 50.00	Pulse Oximetry	\$ 12.00	Syrup of Ipecac	\$ 5.00	Tape (all sizes)
\$ 25.00	Suctioning Procedure	\$ 46.00	Lidocaine 100 mg	PERSONAL PROTECTIVE EQUIPMENT	
\$ 25.00	Suction Tubing	\$ 46.00	Lidocaine Drip	\$ 10.00	Blanket
\$ 25.00	Suction Yaunker	\$ 40.00	Lorezapam 10 mg	\$ 12.50	Emergency Blanket
\$ 25.00	Suction Catheter	\$ 35.75	Morphine Sulfate 10 mg	\$ 10.00	Pillow
INTRAVENOUS PROCEDURE / SUPPLIES		\$ 25.00	Narcan 2 mg	\$ 5.00	Disposable Gloves
\$ 27.50	Intravenous Administration	\$ 30.00	Normal Saline 500 ml	\$ 5.00	Disposable Fitted Sheet
\$ 11.00	Intravenous Infusion	\$ 12.00	Nitro (tabs) 0.4 mg	\$ 5.00	Disposable Cover Sheet
\$ 16.50	14 gauge Angiocatheter	\$ 12.00	Nitro (spray) 0.4 mg	\$ 5.00	Disposable Pillow Case
\$ 16.50	16 gauge Angiocatheter	\$ 30.00	Sodium Bicarbonate 50 meq	\$ 5.00	Disposable Gown
\$ 16.50	18 gauge Angiocatheter	\$ 25.00	Thiamine 100 mg	\$ 16.50	Protective Eye Wear
\$ 16.50	20 gauge Angiocatheter	\$ 40.00	Valium 10 mg	\$ 12.00	Hepa Mask (all sizes)
\$ 16.50	22 gauge Angiocatheter	SMR PROCEDURE / SUPPLIES		\$ 20.00	Bio Bag
\$ 16.50	24 gauge Angiocatheter	\$ 45.00	SMR Procedure	\$ 30.00	Vehicle Decontamination
\$ 23.00	10-15 Macro gtts	\$ 45.00	Long Spine Board		
\$ 23.00	60 Micro gtts	\$ 45.00	Select C-Collar		

ments:

EXHIBIT “C” INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

06/26/2007

PRODUCER (956)565-2481 **FAX** (956)565-2733
McAfee Insurance Agency
 P. O. Box 625
 321 Second Street
 Mercedes, TX 78570

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: Texas Mutual Ins. Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Pro-Medic EMS LLC
 PO Box 2190
 San Juan, TX 78589-7190
 Fax: 956-702-8013

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.

INSR ADD'L LTR / NSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF-0001181207	06/27/2007	06/27/2008	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Administration Building - 4th Floor
100 East Cano
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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Amy Nittler

Amy Nittler

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
8/7/07

PRODUCER
BEAUPRE INSURANCE SERVICES
PO BOX 700635
DALLAS, TX 75370
972-417-2877

INSURED
PRO-MEDIC EMS
PO BOX 2190
SAN JUAN, TX 78589

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

INSURER A: WESTERN WORLD INS CO

INSURER B: NATIONAL CASUALTY CO

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ PROFESSIONAL LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	NPP 1028343	10/6/06	10/6/07	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$50,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐	CAO0202738	10/6/06	10/6/07	COMBINED SINGLE LIMIT (Ea. accident)	\$500,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY. AGG	\$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ STATUTORY LIMITS ☐ OTHER	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					\$
	☐					\$
	☐					\$
	☐					\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDTL INSURED
HIDALGO COUNTY
100 E. CANO
EDINBURG, TX 78539
ATTN: YVETTE ISLAS
FAX: 956-318-2629

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



EXHIBIT “D”
COMMUNICATION CENTER

EXHIBIT "D"

COMMUNICATION CENTER

Pro Medic EMS LLC's Computerized Communication Department, is composed of Emergency Call takers and Emergency Dispatchers certified by the National Academi8es of Emergency Medical Dispatchers, and certified by the American Heart Association in the CPR and AED program for Healthcare Providers. **Pro Medic EMS LLC** abides by all rules and regulation mandated by the Federal Communication Commission. **Pro Medic EMS LLC** vehicles are dispatched via two-way radio from base to mobile and/or base to portable. All ambulances and 1st Responder vehicles are equipped with Kenwood mobile radios as well as Kenwood portable handheld radios. **Pro Medic EMS LLC** is in compliance with the Texas Department of State Health Services maintaining direct contact with Local and State Emergency Room Departments by means of two-way radio. Our Communications Center is capable and manages Emergency calls throughout the Rio Grande Valley on a daily basis; **Pro Medic EMS LLC** has initiated utilization of System Status Management in our daily operations. **Pro Medic EMS LLC** Communication is based on Windows XP Professional Microsoft Office 2007, and baked up into a Dell Power Edge 2900 server.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
6/25/09

PRODUCER
BEAUPRE INSURANCE SERVICES
PO BOX 700635
DALLAS, TX 75370
972-417-2877

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.

INSURED
PRO-MEDIC EMS
PO BOX 2190
SAN JUAN, TX 78589

INSURERS AFFORDING COVERAGE

INSURER A: WESTERN WORLD INS CO
INSURER B: NATIONAL CASUALTY CO
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ PROFESSIONAL LIABILITY ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	NPP 1188217	10/6/08	10/6/09	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$50,000
					MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____ ☐ _____	CAO 0217989	10/6/08	10/6/09	COMBINED SINGLE LIMIT (Ea. accident)	\$500,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ☐ ANY AUTO ☐ _____				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY. AGG	\$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ STATUTORY LIMITS ☐ OTHER	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER ☐ _____ ☐ _____ ☐ _____					\$
						\$
						\$
						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HILDALGO COUNTY
PRECINCT 3
c/o JJ PENA

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



PURCHASING DEPARTMENT
County Of Hidalgo

August 7, 2009

Jesus Flores
Pro-Medic EMS, Inc.
PO Box 2190
San Juan, Texas 78589

Re: C-07-220-08-21-Ambulance Services for the Precinct No. 3 Rural Areas

Dear Mr. Flores:

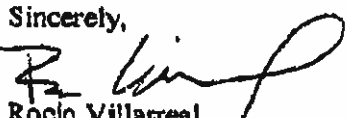
Commissioners' Court will take applicable action (Tuesday, August 11, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of August 22, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, August 7, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: 

Date: 8/7/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Rocio Villarreal

Hidalgo County Contracts Manager

AI-16874

7.L.

Application for Payment No. 1 La Homa Groves Estates Subdivision Pct. No. 3

CC CONSENT

Date: 08/11/2009

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 1 in the amount of \$57,256.20 from Asago Construction contracted vendor for La Homa Groves Estate Subdivision as reviewed and submitted by project engineer Izaguirre Engineering Group, LLC (C-CAP-09-129-07-07).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1312-431-00-123-380-0-731/733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in P.O. #625474 as of 8/07/09 is \$112,393.40.

Original P.O. \$117,313.40

Change Directive #1 (\$ 4,920.00) Pending CC Approval on 8/11/09 (AI # 16869)

Available balance \$112,393.40

Attachments

Link: [Payment #1](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	08/07/2009 08:55 AM	APRV
2	Budget & Management	Erika Zamora	08/07/2009 09:39 AM	APRV
3	Perla Lopez	Perla Lopez	08/07/2009 04:47 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Marcie Jackson
Started On: 08/06/2009 04:08 PM
Final Approval Date: 08/07/2009

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
 From: ASAGO CONSTRUCTION (CONTRACTOR)
 Contract: BORDER COLONIA ACCESS PROJECTS - 3rd ROUND
 Project: LA HOMA GROVES ESTATES SUBDIVISION
 Owner's Contract No. C-CAP-09-129-07-07
 For Work accomplished through the date of: JULY 31, 2009

Engineer's Project No.: Pct 3 - La Homa

1. Original Contract Price:	\$ 117,313.40
2. Net change by Change Order and Written Agreements(+or-):	\$ (4,920.00)
3. Current Contract Price (1 plus 2):	\$ 112,393.40
4. Total completed and stored to date:	\$ 63,618.00
5. Retainage (per Agreement):	
10% of completed Work:	\$ 6,361.80
of stored material:	
Total Retainage:	\$ 6,361.80
6. Total completed and stored to date less retainage (4 minus 5):	\$ 57,256.20
7. Less previous Application for Payments:	\$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ 57,256.20

Accompanying Documentation:

REQ# 157275 P.O.#625474
9-1312-431-00-123-380-0-731→\$54,426.00
<-5,442.60>=\$48,983.40

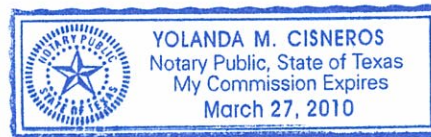
REQ# 157275 P.O.#625474
9-1312-431-00-123-380-0-733→\$9,192.00
<-919.20>=\$8,272.80

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 8/7/2009
 State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this day of August 7, 2009.

Yolanda M. Cisneros
 Notary Public
 My Commission expires: 3/27/2010



Asago Construction
 CONTRACTOR
 By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: July 31, 2009

[Signature]
 ENGINEER
 By: Gilberto A Gracia, P.E.

ASAGO CONSTRUCTION	Contractor Name	Application No. <u>1</u>
July 20, 2009	Starting Date	Application Date: <u>JULY 31, 2009</u>
SEPTEMBER 18, 2009	Project Ending Date	Period To: <u>JULY 31, 2009</u>
10%	Retainage Percent	Engineer Firm <u>IZAGUIRRE ENGINEERING GROUP, LLC</u>

Summary													
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
3C10-803-80	LA HOMA GROVES	\$ 117,313.40	\$ 112,393.40	\$ 63,618.00	-	-	-	\$ 63,618.00	\$ 48,775.40	\$ 6,361.80	\$ 57,256.20	-	\$ 57,256.20
		\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -	-	\$ -
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Estimate quantity update worksheet

Date: **July 31, 2009**

Colonial: **LA HOMA GROVES ESTATES SUBDIVISION**

Contractor: **ASAGO CONSTRUCTION**

Roadway: **Susana Street**

Contract Price: **\$117,313.40**

Control: **CSU 3C10-803-80**

Work Done this Mo.: **\$63,618.00**

Project No: **C-CAP-09-129-07-07**

% Complete: **54.23%**

County: **HIDALGO**

Est. No: **1**

Work Type: **PAVING & DRAINAGE**

Limits:

From: **LA HOMA ROAD (FM 2894)**

To: **to the west 1400 feet**

Date Began: **July 20, 2009**
 Contract Time: **60** calendar days
 Time Charged: **11** calendar days
 % Time Used: **18.33%**

		ORIGINAL CONTRACT			REVISED CONTRACT			FIRST MONTH			SECOND MONTH			THIRD MONTH			
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST
	(901)ADMINISTRATIVE		0														
	(902) PRELIMINARY ENGINEERING		0														
	(903) CONSTRUCTION ENGINEERING		0														
	(904) RIGHT-OF-WAY		0														
	(905) ROADWAY CONSTRUCTION																
LA HOMA GROVES ESTATES SUBDIVISION																	
100	PREP ROW	Sta.	11.92	\$830.00	\$9,893.60	11.92	\$830.00	\$9,893.60	11.92	11.92	\$9,893.60		0	\$0.00		0	0.00
110	EXCAVATION (ROADWAY)	CY	826	\$5.00	\$4,130.00	826	\$5.00	\$4,130.00	826	826	\$4,130.00		0	\$0.00		0	0.00
164	CELL FIB MULCH SEED (PERM) URBAN CL	SY	2685	\$4.00	\$10,740.00	2685	\$4.00	\$10,740.00		0	\$0.00		0	\$0.00		0	0.00
204	SPRINKLING	MG	47.68	\$30.00	\$1,430.40	47.68	\$30.00	\$1,430.40	30.00	30.00	\$900.00		0	\$0.00		0	0.00
216	PROOF ROLLING	SY	4130	\$1.00	\$4,130.00	4130	\$1.00	\$4,130.00	4130	4130	\$4,130.00		0	\$0.00		0	0.00
247	FLEX BASE (RD DEL) TY "E" GR4	CY	1077	\$5.00	\$5,385.00	1077	\$5.00	\$5,385.00	1077	1077	\$5,385.00		0	\$0.00		0	0.00
251	(CONT)	SY	4130	\$2.00	\$8,260.00	4130	\$2.00	\$8,260.00	4130	4130	\$8,260.00		0	\$0.00		0	0.00
310	PRIME COAT (MC-30)	GAL	714.60	\$5.00	\$3,573.00	714.60	\$5.00	\$3,573.00		0	\$0.00		0	\$0.00		0	0.00
340	ASPH CONC ACP SURFACE (TY D) (1 1/2")	SY	3573	\$9.00	\$32,157.00	3573	\$9.00	\$32,157.00	181	181	\$2,715.00		0	\$0.00		0	0.00
360	DRIVEWAYS (CONC) (4")	SY	181	\$15.00	\$2,715.00	181	\$15.00	\$2,715.00		1	\$500.00		0	\$0.00		0	0.00
500	MOBILIZATION	LS	1	\$500.00	\$500.00	1	\$500.00	\$500.00	1	1	\$1,000.00		0	\$0.00		0	0.00
502	BARRICADES, SIGNS AND TRAF HANDLE	LS	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00	1	1	\$1,600.00		0	\$0.00		0	0.00
506	TEMP SEDMT CONT FENCE (INSTALL)	LF	200	\$8.00	\$1,600.00	200	\$8.00	\$1,600.00	200	200	\$1,600.00		0	\$0.00		0	0.00
506	TEMP SEDMT CONT FENCE (REMOVE)	LF	200	\$4.00	\$800.00	200	\$4.00	\$800.00		0	\$0.00		0	\$0.00		0	0.00
530	DRIVEWAYS (TY PRB-1)	SY	537.16	\$15.00	\$8,057.40	537.16	\$15.00	\$8,057.40	537.16	537.16	\$8,057.40		0	\$0.00		0	0.00
560	MAILBOXES (SINGLE)	EA	7	\$200.00	\$1,400.00	7	\$200.00	\$1,400.00	4	4.000	\$800.00		0	\$0.00		0	0.00
644	SMALL RDSO SGN ASSM (TY A)	EA	3	\$125.00	\$375.00	3	\$125.00	\$375.00		0	\$0.00		0	\$0.00		0	0.00
2500	EN-1 TREAT SUB-BASE (DC)	SY	4130	\$1.00	\$4,130.00	4130	\$1.00	\$4,130.00	4130	4130	\$4,130.00		0	\$0.00		0	0.00
2500	EN-1 ROADBOND	GAL	23.40	\$125.00	\$2,925.00	23.40	\$125.00	\$2,925.00	23.40	23.40	\$2,925.00		0	\$0.00		0	0.00
6000	UTILITY/SERVICE ADJUSTMENTS	LS	1	\$2,000.00	\$2,000.00	0	\$2,000.00	\$0.00		0	\$0.00		0	\$0.00		0	0.00
LA HOMA GROVES ESTATES SUBDIVISION PAVING TOTALS					\$105,201.40	\$103,201.40					\$54,426.00			\$0.00			
(906) DRAINAGE																	
464	RC PIPE (CL III)(18")	LF	48.000	\$25.00	\$1,200.00	0.000	\$25.00	\$0.00		0	\$0.00		0	\$0.00		0	0.00
467	SET (TY II)(18") (RCP)(1.6)	EA	2.000	\$750.00	\$1,500.00	0.000	\$750.00	\$0.00		0	\$0.00		0	\$0.00		0	0.00
472	REMOVE EXIST. CULVERT PIPE	LF	24.000	\$5.00	\$120.00	0.000	\$5.00	\$0.00		0	\$0.00		0	\$0.00		0	0.00
480	REMOVE CULVERT S.E.T.	EA	2.000	\$50.00	\$100.00	0.000	\$50.00	\$0.00		0	\$0.00		0	\$0.00		0	0.00
5000	CORRUGATED HDPE CULVERT PIPE (15")	LF	766.000	\$12.00	\$9,192.00	766.000	\$12.00	\$9,192.00	766.000	766.000	\$9,192.00		0	\$0.00		0	0.00
LA HOMA GROVES ESTATES SUBDIVISION DRAINAGE TOTALS					\$12,112.00	\$9,192.00					\$9,192.00			\$0.00			
LA HOMA GROVES ESTATES SUBDIVISION PROJECT TOTALS					\$117,313.40	\$112,393.40					\$63,618.00			\$0.00			
Monthly Totals:											\$63,618.00			\$0.00			\$0.00
ADMINISTRATIVE (901)																	
PRELIMINARY ENGINEERING (902)																	
CONSTRUCTION ENGINEERING (903)																	
RIGHT-OF-WAY (904)																	
ROADWAY (905)																	
DRAINAGE (906)																	
												</					

AI-16883

7.M.

Surveillance System Equipment - Constable Pct. No.3

CC CONSENT

Date: 08/11/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Constable Pct. #3:

1. Requesting authority to advertise the sealed procurement of a surveillance system with specifications and requirements provided by constable personnel in connection with grants funding for the Solid Waste Enforcement Program, or, in the alternative;
2. Authority to purchase surveillance system required and detailed in procurement packet through the County's memberships/participation through state, interlocal, association or agency cooperative purchasing program's awarded vendors and if successful, cancellation of advertised procurement of the project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1285-421-00-293-006-9-748
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$4,204.98 available balance as of 08-06-09 in requisition no. 00159979

Attachments

Link: [Requisition](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/07/2009 01:30 PM	APRV
2	Budget & Management	Erika Zamora	08/07/2009 01:50 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/07/2009 02:40 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Marty Salazar
Started On: 08/07/2009 01:20 PM
Final Approval Date: 08/07/2009

Requisition

Req # 00159979

PO #

Date: 08/04/09

Bill To: x
x

Vendor: 284416
SUPERCIRCUITS, INC.
11000 NORTH MOPAC EXPRESSWAY STE.
300
AUSTIN TX 78759
FAX (512) 778-6946

Ship To: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: RCAVAZOS
956-205-7031

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO FOR SURVEILLANCE EQUIPMENT FOR LRGVDC - PCT 3- SOLID WASTE GRANT. DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM NO# CFOMB-8MIN DUAL D/N CAMERA MINI WATCHBOX SYSTEM	1,699.99	1,699.99
1.00	EACH	ITEM NO# CFOMB-8 DUAL D/N CAMERA WATCHBOX SYSTEM W/ ASPHERICAL LENSES	2,499.99	2,499.99
1.00	EACH	SHIPPING AND HANDLING	5.00	5.00
		Account No	Encumbrance	
		9-1285-421-00-293-006-9-748	4,204.98	
			Freight	.00
			Total	4,204.98
		CONFIRMING ORDER; DO NOT DUPLICATE		

Authorized By: _____

Qty	B/O	Ship	Item #	Description	Un. Price	Ds	Amount
1			CFOWB-8MIN I	Dual D/N Camera Mini Watchbox System	1699.9900	--	1699.9
1			CFOWB-8	Dual D/N Camera Watchbox System w/Aspherical Lenes	2499.9900	--	2499.9

MERCHANDISE INVOICE TOTAL	\$ 4199.98
SHIPPING & HANDLING	\$ 5.00
STATE SALES TAX	\$ 346.91
INVOICE TOTAL	\$ 4551.89

AI-16877

7.N.

**Authority to Advertise for South Tower Estates Improvements
CC CONSENT**

Date: 08/11/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise sealed competitive procurement for: Drainage Improvements for South Tower Estates with plans and specifications to be developed and drafted through project engineer, Ramiro Gutierrez Engineering, Bid #2009-347.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1202-431-00-122-006-0-540
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance for advertising is \$2,651.00 as of 08/07/09.

*please see attached expenditure summary for available balances of South Tower Estates as of 08/07/09.

Attachments

Link: [Backup](#)

Link: [Exp Summ South Tower Estates](#)

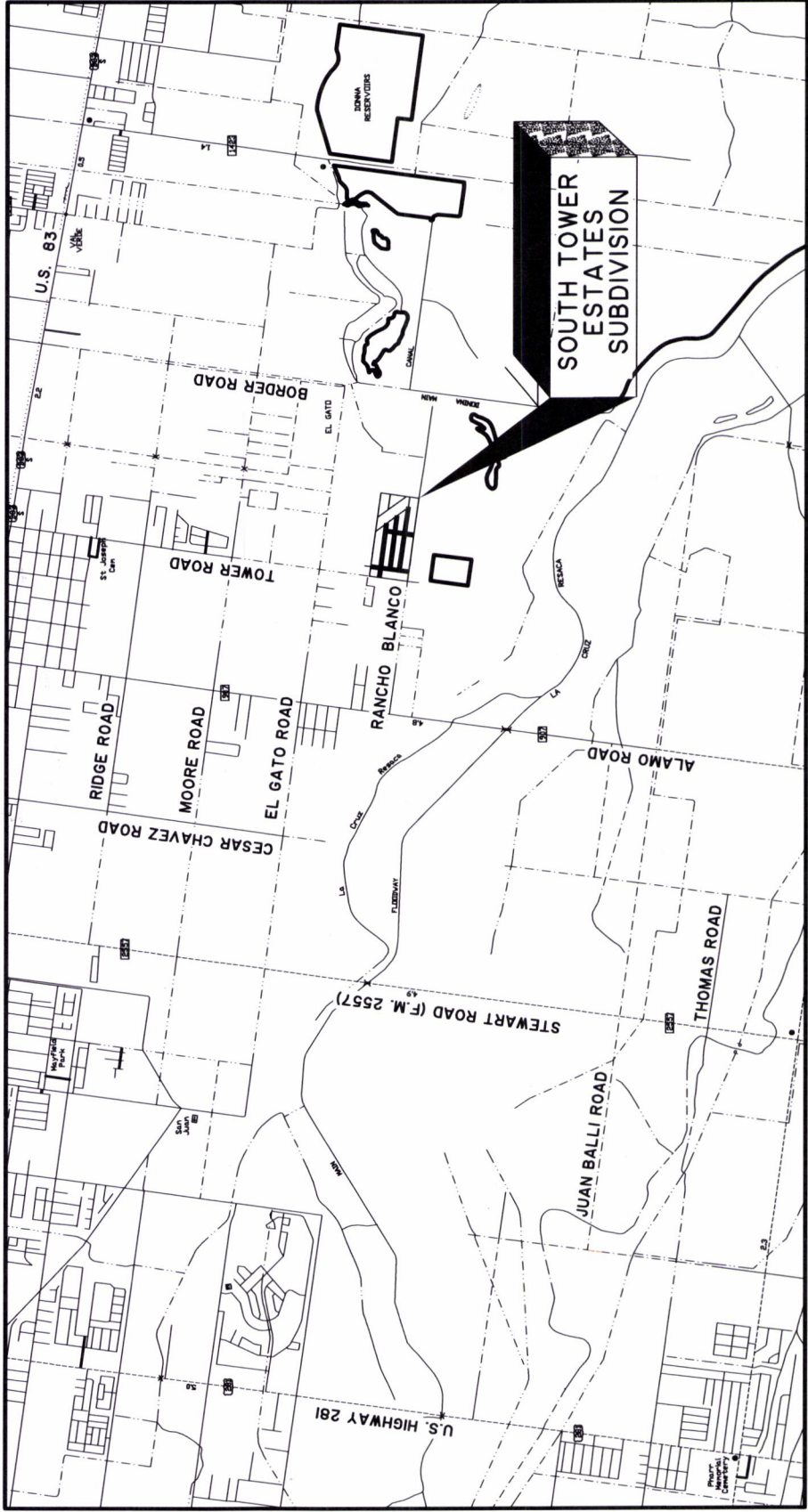
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/07/2009 11:57 AM	APRV
2	Budget & Management	Erika Zamora	08/07/2009 01:15 PM	APRV
3	Roland Garcia	Rolando Garcia	08/07/2009 03:08 PM	APRV
4	Auditor's Office		08/07/2009 04:55 PM	NEW

Form Started By: Marty Salazar
Started On: 08/06/2009 04:54 PM
Final Approval Date: 08/07/2009

HIDALGO COUNTY PRECINCT No. 2 SOUTH TOWER ESTATES IMPROVEMENTS 2009

SAN DIEGO DRIVE
SAN BERNARDINO DRIVE
SAN VICENTE DRIVE
SANTA BARBARA DRIVE
SANTA CRUZ DRIVE



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. 65948
DATE: 1-14-09
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE BOARD OF ENGINEERING EXAMINERS IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

HIDALGO COUNTY OFFICIALS

COUNTY JUDGE	JUAN D. SALINAS III
COMMISSIONER PRECINCT NO. 1	SYLVIA HANDY
COMMISSIONER PRECINCT NO. 2	HECTOR "TITO" PALACIOS
COMMISSIONER PRECINCT NO. 3	JOE FLORES
COMMISSIONER PRECINCT NO. 4	OSCAR GARZA, JR.



Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

Run Date 08/07/09 03:08 PM

Hidalgo County

Page No 1

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1202 R&B PRECINCT 2							
9-1202-431-00-122-027-0-711	PCT2 TOWER RD(MOORE-BALLI)-ROW	71,850.00	62,650.00	.00	.00	9,200.00	87.20
9-1202-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	782,469.85	106,075.13	60,945.00	60,945.00	615,449.72	21.35
9-1202-431-00-122-027-0-733	PCT2 TOWER RD(MOORE-BALLI)-DRAIN DITCHES	100,000.00	.00	.00	.00	100,000.00	.00
1202 R&B PRECINCT 2		954,319.85	168,725.13	60,945.00	60,945.00	724,649.72	24.07
9 YEAR		954,319.85	168,725.13	60,945.00	60,945.00	724,649.72	24.07