



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 14, 2014

Serving Children & Adolescents in Need, Inc.
c/o Isela Dabdoub, Chief Executive Officer
2347 E. Saunders, Ste B
Laredo, Texas 78041

via email: isaa@scan-inc.org
luis.flores@scan-inc.org

Re: Sixty (60) Day Extension for E-13-256-08-13 –“Substance Abuse Treatment and Primary Care Services for Adolescents”

Dear Ms. Dabdoub;

Commissioners' Court will take applicable action on **(Tuesday, August 26, 2014)** in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed. **(Commencing, September 20, 2014, and Expiring, November 18, 2014)** or **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Monday, August 18, 2014, attn: Yolanda Velasquez, Buyer III, via facsimile (956) 318-2629 or via email yolanda.velasquez@co.hidalgo.tx.us

By: 

Date: 8-18-14

Additionally, we are requesting your company provide an “Updated Certificate of Insurance” as required through Hidalgo County’s Request for (Bids, Quotes, Proposals, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

xc: file



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-13-256-08-13

July 23, 2013

Serving Children and Adolescents in Need, Inc.
C/O Isela Dabdboub
2347 E. Saunders, Ste. B
Laredo, Texas 78041

Via email: jsaa@scan-inc.org
Cert. Mail: 7099 3220 0002 9744 7348
Effective date: Sept. 20, 2013 thru Sept. 19, 2014

Re: E-12-230-09-04
"Substance Abuse Treatment and Primary Care Services for Adolescents"

Dear Ms. Dabdboub:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's second of two (2), one (1) year options to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 20, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Tuesday, August 6, 2013, via facsimile to (956) 956-292-7612 or email to: cris.ayala@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: 

Date: 7-29-13

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department



Office of the Secretary of State

September 24, 2012

SCAN, Inc.
2347 E. Saunders,, Suite B
Laredo, TX 78041 USA

RE: **Serving Children and Adults in Need, Inc.**
File Number: 60408401

It has been our pleasure to file the Certificate of Amendment for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

Serving Children and Adults in Need, Inc.
60408401

[formerly: SERVING CHILDREN AND ADOLESCENTS IN NEED, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 09/21/2012

Effective: 09/21/2012



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Form 424
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709

Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

SEP 21 2012

Corporations Section

Entity Information

The name of the filing entity is: Serving Children and Adolescents in Need, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 00604084-01

The date of formation of the entity is: 04/15/1982

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Serving Children and Adults in Need, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent

(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Name *M.I.* *Last Name* *Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box) *City* *TX* *State* *Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

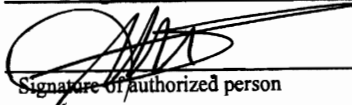
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 08/31/2012

By: Serving Children and Adolescents in Need, Inc.



Signature of authorized person

Gilberto Salinas, Chairman of the Board

Printed or typed name of authorized person (see instructions)

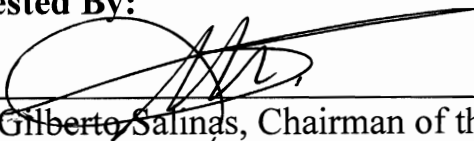
SERVING CHILDREN AND ADOLESCENTS IN NEED, INC.

RESOLUTION

On August 31, 2012, at a regular meeting of the Board of Directors of Serving Children and Adolescents in Need, Inc. held in the City of Laredo, Webb County, Texas, with two-thirds of the Directors present, the following business was conducted:

Be It Resolved that the Board of Directors of the above non-profit corporation unanimously, authorized the corporation to change its name from **Serving Children and Adolescents in Need, Inc.** to **Serving Children and Adults in Need, Inc.**

Attested By:



Dr. Gilberto Salinas, Chairman of the Board

9/4/2012
Date Signed



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-12-230-09-04

Effective from: Sept. 20, 2012 thru Sept. 19, 2013

August 15, 2012

Serving Children and Adolescents in Need, Inc.
C/O Isela Dabdboub
2347 E. Saunders, Ste. B
Laredo, Texas 78041

Via email: jsaa@scan-inc.org
Cert. Mail: 7099 3220 0002 9744 7027

Re: C-11-141-09-20
"Substance Abuse Treatment and Primary Care Services for Adolescents"

Dear Ms. Dabdboub:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's first of two (2), one (1) year options to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 4, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Thursday, August 23, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: *Isela Dabdboub*

Date: 08-21-12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

**SUBSTANCE ABUSE TREATMENT AND
PRIMARY CARE SERVICES FOR ADOLESCENTS**

OPERATIONS AGREEMENT

This Operations Agreement is made and entered into by and between Hidalgo County, Texas ("Hidalgo County") acting by and through  Hidalgo County Health and Human Services ("DEPARTMENT"), and Serving Children and ~~Adolescents~~ In Need, Inc., a Texas Non-profit corporation, ("VENDOR");

Whereas, Hidalgo County recognizes a need for adolescent alcohol, substance abuse, counseling and treatment including primary care for adolescent/residents of Hidalgo County while undergoing such treatment;

Whereas, in accordance with Chapter 465 of the Health and Safety Code, Hidalgo County has created a commission composed of the Hidalgo County Health and Human Services Department to: (1) educate the public on adolescent drug and alcohol abuse; (2) promote adolescent drug and alcohol education at all levels of the schools; (3) study the effectiveness of efforts, including the Commission's efforts, in reducing drug and alcohol abuse, and (4) provide for the creation and administration of a program to counsel or treat drug and alcohol abusers or to provide both counseling and treatment;

Whereas VENDOR, is versed in administering a program for counseling and treating adolescent drug and alcohol abusers and responded to the Request for Qualifications issued by Hidalgo County for: "Substance Abuse Treatment and Primary Care Services for Adolescents"; and submitted a SOQ (statement of qualifications) including an operational plan ("Operational Plan") to provide counseling and treatment including primary care for adolescents in accordance with the request for qualifications requirements, such RFQ and SOQ, including the Operational Plan, being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes; and

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:

**ARTICLE I
DEFINITIONS, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 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 attached hereto.

Contract Monitor – Department will be the primary contact source on this Agreement with the VENDOR. The VENDOR must provide a monthly service report and make themselves available to attend Hidalgo County Commissioners Court on a quarterly basis to provide reports as required herein.

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.

Client - means each individual who is a resident of Hidalgo County and who receives Services from VENDOR hereunder.

Facility - VENDOR will provide Services pursuant to the terms hereof primarily at the Facility. The VENDOR must maintain and will be held accountable for any and all requirements to operate said program/facility in accordance with Texas DSHS Rules and Guidelines.

Licensure Rules – means the terms and provisions contained in the Texas DSHS Licensure Compliance Guide.

Monthly Program Report – The VENDOR will provide a monthly report on Services provided within the County Facility in order to establish an equivalent value for Facility versus services including the Performance Measures to track and evaluate achievement results of Clients, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Operational Plan – means the plan attached as Exhibit B hereto.

Outpatient - means any adolescent resident of Hidalgo County who receives Services on an hourly basis pursuant to the terms hereof.

Payment or Payments - DEPARTMENT is not responsible for making any payments to VENDOR.

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.

Services - means the delivery by VENDOR of the drug and alcohol abuse, education, counseling and treatment chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the RFQ attached as Exhibit B.

TDSHS – means the Texas Department of State Health Services, as presently or hereafter constituted.

Term - means the duration of this AGREEMENT as specified in Article 1.3.

1.2 APPOINTMENT OF VENDOR; TERM

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

1.3 Term. This Agreement is effective on **September 20, 2011** and shall continue until **September 19, 2012**, 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 two (2), one (1) year periods 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. Hidalgo County has the option to extend this Agreement for a sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract procurement under the same rates, terms and conditions.

1.4 Substance Abuse Treatment Services Minimum Requirements: The VENDOR shall, in accordance with the terms of this Agreement, provide all necessary personnel, equipment, materials, supplies 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:

- a) VENDOR will be responsible to obtain and maintain any or all State/Federal licenses, certifications and or permits required to operate an outpatient primary care and substance abuse treatment facility.
- b) VENDOR represents and warrants that VENDOR maintains all required and appropriate licenses all staff maintains their proper licenses and insurances.
- c) VENDOR must adhere to any and all other contracts, agreements and/or partnerships with any other Hidalgo County agency or outside entity beyond this Agreement. Hidalgo County is not responsible or accountable for the outcomes or lack of outcomes of said VENDOR agreements.
- d) VENDOR will take possession of the Department's facility and will be held responsible and accountable to repair, replace and maintain the Facility in its present condition, ordinary wear and tear expected.

1.5 Consideration: VENDOR agrees to deliver the Services in accordance with the terms and provisions of this Agreement.

1.6 Operational Plan shall ensure the following:

- a. The level of services to be provided includes primary care and outpatient substance abuse treatment and counseling services to adolescent residents of Hidalgo County;
- b. The programs and activities are designed to reduce the impact of adolescents abuse and addiction;
- c. The program is designed to engage primary health care to assist the treatment of substance abuse and addiction to children within Hidalgo County;
- d. VENDOR shall provide testimony, affidavits and documents for any court proceedings and trials related to its treatment and other services regarding any Clients or Clients families; and
- e. VENDOR shall provide and promote adolescent drug and alcohol education at all levels of schools in Hidalgo County.

1.7 Screening: Written policies and procedures shall ensure the following:

- a) Screening must be conducted by a Licensed Counselor or person otherwise qualified or exempt under TDSHS licensure rules.

1.8 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Clients to change their behavior and become productive, contributing members of society by leading a life free of substance abuse. Performance Measures, (which may be amended or revised by the Department during the term of this Agreement), along with applicable adjustments, for substance abuse services are as follows:

A. OUTPUTS:

- 1. Total number of Clients served;
- 2. Total number of counseling hours provided;
- 3. Total number of class hours provided;
- 4. Total number of family counseling hours provided; and
- 5. Total number of hours performed in drug and alcohol abuse education conducted by VENDOR.

B. OUTCOMES:

- 1. Include immediate and long-term outcomes that are specific to the program/services as set forth in the statements of qualifications/proposal.
- 2. Total number of successful program completions;
- 3. Reduction of drug or alcohol use by Clients; and
- 4. Positive reports from schools as to the drug and alcohol abuse education.

1.9 Negotiation. VENDOR will document performance measures and evaluation criteria. 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.

1.10 Diagnosis. In its treatment of Clients, VENDOR shall:

- a) Provide appropriate chemical dependency treatment as designated by a documented Axis 3/Medical diagnosis substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;
- b) VENDOR is responsible to identify needs of Clients 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 Clients with dual diagnosis and/or mental and physical disabilities to include primary care needs within the scope of the Client's clinical needs.

1.11 Participation. In order to ensure maximum participation of Clients in its program, VENDOR shall:

- a) Document on a weekly basis the Client's level of participation and compliance with treatment goals and objectives; and
- b) VENDOR must maintain a signature log of all face-to-face contacts with each Client. The log must contain what service was performed, the time and date of such contact and be signed by the counselor and the Client.

1.12 Discharge. The discharge of any Client shall be made in accordance with the appropriate discharge plan, medical plan and any additional instructions in assisting with the success of the Client upon discharge and will be forwarded to the appropriate referring parties or agencies, if applicable.

1.13 Referrals. VENDOR is responsible for any and all additional referrals for treatment services upon discharge which would aid in the Clients and families recovery success. Assurances must be made that any such referral made is to appropriate licensed and/or certified substance abuse treatment programs.

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

1.15 Policies and Procedures. VENDOR will have a complete set of policies and procedures which provide the necessary clinical and programmatic guidelines and make them available to the DEPARTMENT upon request when needed. The VENDOR will develop an agreed upon procedure with the Department in reporting any type of incident or accident within the Facility.

1.16 Orientation and HIV Counseling. VENDOR shall provide orientation to Clients regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto.

1.17 DEPARTMENT Coordination and Approvals: VENDOR will be responsible to seek any approvals required for additional treatment or transition of treatment by the appropriate referring agency, if applicable. DEPARTMENT will not be accountable for any treatment decisions or any treatment referrals made by VENDOR.

1.18 Cost of Services. Neither Hidalgo County, DEPARTMENT or any other county entity will be held accountable for any of the costs incurred for providing any of the Services hereunder. VENDOR will be fully accountable for all billing/collections and verification of benefits from the Clients.

1.19 Requirements in the event of a Declared Emergency:

In the event of a man-made or natural emergency event as designated by Hidalgo County Judge and/or the Texas Department of Emergency Management (TDEM) (i.e. hurricanes, wildfires, bioterrorism, etc.), Hidalgo

County has the right to utilize the Facility for no more than ten (10) working days or fourteen (14) calendar days as an emergency response operations facility as designated by the Hidalgo County Judge.

1.20 Encouragement of Academic Partnerships:

VENDOR is encouraged to partner with the various accredited institutions of higher education located in Hidalgo County, Texas to obtain and provide training and internship opportunities in the clinical areas in which it is clinically appropriate, in accordance with the TDSHS rules and guidelines.

ARTICLE II REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT may 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; if applicable, 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 any such payments and acknowledges that this Agreement may be terminated if this certification is inaccurate.

2.5 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Client 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.

2.6 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with Hidalgo County or 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, Hidalgo County and/or DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III
GENERAL CONDITIONS

3.1 Safety Requirements. DEPARTMENT shall maintain the physical plant of the Facility in compliance with all applicable local codes. VENDOR shall maintain the Facility in compliance with TDSHS 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 Client 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 by laws or applicable regulations and that such education and training is documented.

3.4 Duties and Obligations. VENDOR shall provide the Services at the Facility 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, In the event that the VENDOR can no longer provide Services in adherence to State/Federal guidelines or in accordance with the Operational Plan, Hidalgo County, Department or its representative may terminate this Agreement upon thirty (30) days written notice.

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 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 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Client through this Agreement shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released except in accordance with Article IX hereof by a signed information release form. VENDOR shall notify DEPARTMENT in writing if any legal process requires disclosure of a Client's record and shall obtain written acknowledgment of same. Neither the Department or Hidalgo County will be responsible or accountable for any violations of confidentiality.

3.8 Termination at Will. Hidalgo County or the Department may terminate this Agreement for any reason whatsoever, without cause and at any time, by furnishing to the VENDOR thirty (30) days prior written notice. VENDOR's only obligation upon termination of this Agreement pursuant to this section shall be to provide Services until the date of termination.

3.9 Record Retention. 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 will be in accordance with all State and Federal guidelines for an outpatient primary care and substance abuse facility.

**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 Operational Plan, where required, including accountability for all expenses, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations. Ignorance of any provisions or other requirements of this Agreement including all exhibits attached hereto shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall develop and implement written internal policies that may be reviewed by the Contract Monitor to ensure that members of the VENDOR's governing 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 for the referral of a Client for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDSHS 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 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDSHS 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.

4.7 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.

4.8 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 1.8 herein.

4.9 Equipment. DEPARTMENT will provide communication equipment, computer access and maintenance of such equipment. VENDOR will be held accountable to repair/replace any of the equipment provided by the Department if it is damaged, stolen or misused by the VENDOR and/or Clients.

**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. (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/or
- c. The discovery by DEPARTMENT that any statement, representation of 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 (a) hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) take action to cure the Event of Default, or (b) terminate and remove 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 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 County and/or Department under this Agreement, County and/or Department may terminate this Agreement upon ten (10) days written notice to VENDOR. County and/or Department 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

ARTICLE VI INSURANCE AND INDEMNIFICATION

6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT AND HIDALGO COUNTY, TEXAS against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the DEPARTMENT AND HIDALGO COUNTY, TEXAS from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the DEPARTMENT AND HIDALGO COUNTY, TEXAS from actions by officers, employees, or agents of VENDOR or any subcontractor(s) of VENDOR. VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT and Hidalgo County, 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 and provide proof of insurance incorporated in this Agreement as "Exhibit C", which will also include any subcontractor that is subcontracted by the VENDOR in at least the following limits, to be in place prior to providing any services under this Agreement and to continue at all times, naming Hidalgo County as an additional insured.
 - 1. VENDOR shall carry Professional liability insurance policy with limits of at least Five Hundred Thousand Dollars (\$500,000) per occurrence, or limited to claims made, including at least five (5) year extended reporting period;
 - 2. VENDOR shall carry Comprehensive General Liability insurance policy with limits of Five Hundred Thousand Dollars (\$500,000.00) providing additional coverage to all underlying liabilities to the COUNTY;
 - 3. VENDOR shall carry Automobile Liability insurance policy with limits of at least Three Hundred Thousand (\$300,000.00) per person and Five Hundred Thousand (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to COUNTY hereunder.

4. VENDOR shall carry Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
 5. VENDOR shall carry Worker's Compensation insurance in amounts established by Texas Law, unless the VENDOR is specifically exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.
- C. Certifications/policies of insurance shall be filed with DEPARTMENT with a copy to the Hidalgo County Purchasing 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, HIDALGO COUNTY and its officers, agents and employees (hereinafter, collectively referred to as the "DEPARTMENT") 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 performing the Services, and any such claim, action or proceeding brought against the DEPARTMENT and/or HIDALGO COUNTY by reason of any such claim. In any such action brought against the DEPARTMENT and/or HIDALGO COUNTY, VENDOR, upon notice from the DEPARTMENT and/or HIDALGO COUNTY, shall defend against such action or proceeding by counsel satisfactory to the DEPARTMENT and HIDALGO COUNTY, 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 and/or HIDALGO COUNTY, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

ARTICLE VII INDEPENDENT CONTRACTOR

7.1 VENDOR is associated with DEPARTMENT and HIDALGO COUNTY 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 and HIDALGO COUNTY whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT and/or Hidalgo County 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 and/or Hidalgo County pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT and/or Hidalgo County 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

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

- 8.1. General: VENDOR agrees to
- (a) hold all Protected Health Information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by VENDOR from or on behalf of DEPARTMENT or third parties;
 - (b) be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996, PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy Requirements.";
 - (c) cooperate with the Texas Medicaid Fraud Control Unit and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trial, and in any other process, including investigations that are required as a result of VENDOR's Services to DEPARTMENT. Compliance with this paragraph is at VENDOR's own expense.
- 8.2. Representations: VENDOR represents that it is familiar with Privacy Requirements, State HIV/AIDS and mental health information, and State and Federal drug/alcohol-related health information.
- 8.3. Survival of Privacy Provisions: VENDOR's obligations with regard to PHI shall survive the termination of this Agreement.
- 8.4. Amendment Related to Privacy Requirements: The Parties agree to take such action as is necessary to amend this Agreement if Department, in its reasonable discretion, determines that amendment is necessary for Department to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended, and any other law or regulation affecting the use or disclosure of PHI. Any ambiguity in this Agreement shall be resolved to permit Department to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended.
- 8.5. Indemnification. VENDOR agrees to indemnify and hold harmless Department and/or Hidalgo County, its elected officials, officers, employees, and agents (individually and collectively "County Indemnities") against any and all losses, liabilities, judgments, penalties, awards and costs (including costs of investigation and legal fees and expenses) arising out of or related to (a) a breach of this Agreement relating to the Privacy Requirements by VENDOR, or (b) any negligent or wrongful acts or omissions of VENDOR or its employees, directors, officers, subvendors, or agents, relating to the Privacy Requirements including failure to perform their obligation under the Privacy Requirements.
- 8.6. Access to Books and Records of VENDOR

VENDOR agrees to allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the County Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by VENDOR. VENDOR agrees to allow such access until the expiration of four (4)

years after the Services are furnished under this Agreement. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Service ("CMS"). VENDOR allows similar access to books, records, and documents related to contracts between VENDOR and organizations related to or subcontracted by VENDOR, as defined by the regulations of CMS.

8.7 E-Mail Addresses

VENDOR affirmatively consents to the disclosure of its e-mail addresses that are provided to the Department including any agency or department of Hidalgo County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by VENDOR and agents acting on VENDOR's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8.8 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 DEPARTMENT: Health and Human Services Department
 1304 South 25th
 Edinburg, Texas 78539

With a Copy To: County of Hidalgo
 Attn: County Judge
 1615 So. Closner, Ste. J
 Edinburg, Texas 78539

If to VENDOR: Serving Children and Adolescents in Need, INC.
 Attn: Isela S. Dabdoub
 2347 E. Saunders, Ste. B
 Laredo, Texas 78041

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

9.1 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.

9.2 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.

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

9.4 **LAW OF TEXAS**. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HIDALGO TEXAS.**

9.5 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 and postage prepaid.

9.6 Entire Agreement. 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.

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

9.8 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.

9.9 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.

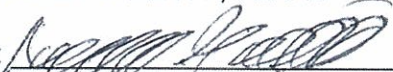
9.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

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 effective as of the day and year first written above.

Approved by Commissioners' Court of Hidalgo County on this the 20th day of September, 2011.

HIDALGO COUNTY, TEXAS

By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9/20/11 RW

ATTEST:


Arturo Guajardo, Jr., County Clerk

VENDOR: Serving Children and Adolescents in
Need, Inc.

BY: 

TITLE: CEO

DATE: 09-23-2011

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

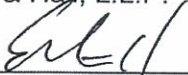
By: 

EXHIBIT A

REQUIREMENTS/TERMS AND CONDITIONS

HIDALGO COUNTY REQUEST FOR QUALIFICATIONS

**"SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE
SERVICES FOR ADOLESCENTS"**

RFQ NO: 2011-141-06-15CGA

Hidalgo County (hereinafter referred to as "COUNTY") is inviting statements of qualifications from qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents" for a period of one (1) year with the County's option to renew/extend two (2), one (1) year extensions, at the same rate, terms and conditions. Hidalgo County is seeking to enter into an Operational Lease/Agreement(s) with state-registered (Texas) firm (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "**Substance Abuse Treatment and Primary Care Services for Adolescents**"-Request for Qualifications" as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, June 15, 2011. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO: 2011-141-06-15CGA

US Postal Mail address:

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

Physical Address:

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

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

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

Physical Address:

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, June 1, 2011 at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL TO: cris.villarreal@co.hidalgo.tx.us
Responses will be sent to all applicants via facsimile by Friday, June 3, 2011. **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 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 bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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 Qualifications (RFQ) 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 bidding procedures must be received 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.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering RFQ, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:

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 Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for two (2) additional one (1) year terms, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If Applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

Hidalgo County Health and Human Services is seeking to contract with a qualified firm(s) for "Substance Abuse Treatment and Primary Care Services for Adolescents". Please refer to the "Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria" for further requirements regarding detailed information.

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.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by the State of Texas, and Hidalgo County that you possess that deem you as a qualified provider. The qualified firm/provider(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

If the firm/provider cannot meet any of the following services/responsibilities, such exception must be noted on the company's cover letter.

SCOPE OF SERVICES:

Hidalgo County Health and Human Services (HCHHS) is requesting statements of qualifications from experienced, qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents". Please refer to the "Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria" for further requirements regarding detailed information.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: Hidalgo County will discuss this during the negotiation process.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:

The RFQ shall be submitted according to the schedule below. The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of

Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the SOQs received in response to this Hidalgo County request for qualifications.

(B) After the SOQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Statement of Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. Participant proposed services In Lieu of operational facility and amenities. (40)

- Participant to summarize clinical substance abuse and medical services to be performed.
- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County.

B. Program Design (20)

- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this RFQ and the attachments thereto.
- Participant's services and treatment activation plan and time frames and dates.
- Participant's program performance measures, evaluation, and monitoring procedures.
- The adequacy and extent of Participant's financial resources and insurance coverage.

C. Participant's Experience (20)

- Participant's/firm qualifications (e.g. Experience/Licenses/Certificates of management and staff). Please note if individual is a full time salaried employee or a consultant with limited patient contact.
- Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- Participant's experience in working with the target population being addressed in the statement of qualifications.
- Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.

D. Participant's Operations Plan and Budget (20)

- Required to be submitted;
- In compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.
- Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to commence stage of the negotiation process including a lease fee. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

TERMINATION OF SERVICES:

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, or (d) until County has engaged the services of a new consultant for Hidalgo County Civil Service Commission.

STATEMENTS OF QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

| | |
|---|---|
| <p><u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539</p> | <p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p> |
|---|---|

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, June 15, 2011.**

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

EXHIBIT A-1

HIDALGO COUNTY Request for Qualifications

RFQ No.: 2011-141-06-15CGA

“Substance Abuse Treatment and Primary Care Services for Adolescents”

Additional Requirements, Qualifications, Specifications,
Instructions and Eligibility Criteria

Hidalgo County Health and Human Services is seeking statements of qualifications for vendors to provide “**Substance Abuse Treatment and Primary Care Services for Adolescents**” for a period of one (1) year with the County’s option to renew/extend two (2), one (1) year extensions, at the same rates, terms and conditions. *Hidalgo County has the facility in place, only the services for “Substance Abuse Treatment and Primary Care Services for Adolescents” are being requested to be provided in the existing facility.*

PRE-SOLICITATION CONFERENCE:

A pre-solicitation conference will be held on Wednesday, May 25, 2011, at 1:00 P.M. at Construction Site located at (directly North of the Hidalgo County Health Clinic) at 3341 E. Richardson Road, Edinburg, Texas.

PROGRAM MISSION:

1. Protect the public interest and public health safety of our community by the use of substance abuse prevention, intervention and treatment methods;
2. Provide substance abuse treatment and primary health care services to adolescents and/or the juvenile courts in our community;
3. Provide substance abuse treatment and primary care to adolescents who may be referred from the criminal justice system, educational system or from the public or private sector;
4. Provide programs and activities designed to reduce the impact of adolescents abuse and addiction;
5. Promote a drug-free lifestyle for clients in collaboration with families, schools and various community organizations;
6. To engage primary health care to assist the treatment of substance abuse and addiction to children within our community.

OVERVIEW:

Any contract that is offered and furnished by Hidalgo County to Firm/Participant under this RFQ will be “SERVICES FOR OPERATING LEASE” type contract (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Such offered lease/contract will contain terms and conditions similar to those set forth in the *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements* and will hold the potential vendor accountable for all billing and collections of said services rendered to clients within the community. Hidalgo County and/or Hidalgo County

Health & Human Services Department will not be held responsible for any payment, collections and/or revenue production for any services offered by qualified firm/participant; as such provisions therein may be revised by Hidalgo County and firm/participant to conform to the circumstances.

If a contract is offered and furnished by Hidalgo County to firm/participant, it is anticipated that the proposal, and the related operations and budget information as submitted in response to this RFQ, will be attached and incorporated by reference into such contract as entered into and executed by the parties.

Under these circumstances, therefore, the firms/participants **Vendor Operations Plan and Budget** as included in the statement of qualifications will become legally binding upon the firm/participant and Hidalgo County. Such Vendor Operations Plan, related Budget and any clinical services will govern the process, circumstances, and terms under which the Firm/participant's substance abuse treatment and primary care services will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements*. In addition, the qualified firm/participant is solely responsible to obtain all and any licenses, permits and/or permissions required to provide substance abuse prevention, intervention and treatment services to adolescents in accordance to any and all State of Texas Regulations to include any licenses or permits for the County –owned building and/or its premises as required by Texas Department of State Health Services. In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between Hidalgo County and firm/Participant and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

Hidalgo County is offering, in lieu of payment for services provided by the participant, the following:

1. **The facility in which primary care/substance abuse services will be provided** by vendor. The facility was constructed by the State of Texas and Hidalgo County at an approximate cost of \$5 - 6 million. The facility is approximately 13,000 sq. ft. with the needed group rooms, offices, exam rooms, reception areas and other facilities that are usual and customary to an outpatient treatment program.
2. Hidalgo County will be responsible for **any costs involving the usual and customary utilities** (i.e. water, electrical, telephone and IT services).
3. The facility will have a **gazebo exterior facility** which will allow didactic instruction in a natural setting.
4. In order to assure privacy and security, the perimeter of facility grounds will be fenced and/or landscaped and lit.
5. Hidalgo County will be responsible to provide the custodial and basic upkeep of facility and surrounding grounds.

6. Hidalgo County will provide **adequate parking for clients and staff** as well as providing for ADA access and allotted parking spaces as required by the State of Texas and the City of Edinburg, Texas.
7. Hidalgo County will provide basic office furnishings and any additional furnishings in the group rooms, classrooms, exam rooms and reception areas, i.e. desks, chairs, tables and credenzas in the appropriate areas.
8. Hidalgo County will provide **IT access via T-1 and copper lines** as directed by Hidalgo County IT dept, **to include any monthly or yearly charges**. Each office space, exam room and group rooms will be pre-wired for the necessary IT, telephone and digital needs.
9. The facility will be equipped with **full generator capability** to ensure the most comfortable and secure environment for the firm/participant.
10. The facility will also include a **fully-equipped kitchen** which can be used with the adjacent class-space in providing life-skills education along with nutritional education to the clients and families.
11. The **County Sheriff and/or Constable will provide basic security** to include surveillance of the perimeter of the property and facility on a regular incremental basis. Security will include **perimeter security cameras** which can be controlled and observed from inside the building.
12. Hidalgo County will **assist the qualified firm/participant in obtaining adequate referrals** in order to encourage its success and promote a healthier lifestyle for Hidalgo County residents.

The qualified firm/participant will be fully responsible for all costs associated to clinical services, insurances, liabilities and any additional costs related to the operations of a State-licensed free-standing substance abuse/primary care facility and services.

Hidalgo County will not be responsible for any liability or cost due to the lack of sustainability and/or operations by the proposed vendor and/or any of its partners or business alliances. In the event of such dire circumstances, the County MAY review options with the provider.

If a formal written contract is negotiated and entered into between firm/participant with Hidalgo County, it is anticipated that the format, terms and provisions, of such contract will be substantially set forth by *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements*. Prior to its furnishing of a formal contract/lease to firm/participant, Hidalgo County 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 *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements, legislation or other requirements*.

OVERVIEW OF REQUIRED SERVICES:

A. Naming of facility or treatment program:

Hidalgo County Commissioners' court reserves the right to name the facility and/or treatment program, which will be the approved moniker for this campus.

B. Hidalgo County is seeking "Substance Abuse Treatment Agencies" to provide services to substance abusing adolescents that have been referred by the juvenile court system, educational system or from the public or private sector. This may and often does include adolescents who have violent or sexual offenses or have mental illness. **Exceptions to these or any type of client/adolescents should be noted.**

C. The level of services to be provided includes primary care and outpatient substance abuse treatment services. **A firm/participant must respond to all levels of service.**

D. Any contracts that may be awarded to participant related to this RFQ will be for "Substance Abuse Treatment and Primary Care Services for Adolescents" **only**. Hidalgo County has the facility for the services being requested. Services such as anger management, cognitive behavioral and life skills can be included by a firm/participant in treatment to the extent they are inclusive in a substance abuse treatment and primary care program, and related to the specific issue of substance abuse and or primary health care and/or prevention.

E. Under any contract that may be awarded related to this RFQ, Firm/participant will be obligated to submit one (1) copy each month of an itemized description of services being provided to Hidalgo County Health & Human Services Department and must make quarterly presentations to Hidalgo County Commissioners Court regarding admissions, services being provided and overall status of program. In addition, firm/participant that provides the services requested may be required to use the forms and procedures specified by the client's referring entity. Firms/participants may be required to submit payment of lease electronically to Hidalgo County on software provided by Hidalgo County.

F. If required, firm/participant, at no cost to Hidalgo County, must agree to provide appropriate testimony, affidavits and documents for any court proceedings and trials related to its treatment and other services regarding any clients or families referred from the Juvenile Probation system and/or any other entity requiring such documentation in accordance with the State of Texas.

G. Requirements in the event of a Declared Emergency:

In the event of a man-made or natural emergency event, (i.e., hurricanes, wildfires, bioterrorism, etc.), Hidalgo County has the right to utilize this facility for no more than 10 working days or 14 calendar days as an emergency response operations facility or as designated by the Texas Department of Emergency Management (TDEM). Funds obtained via the Federal Emergency Management Agency (FEMA) and TDEM to construct this facility allows the building to withstand up to a Category 3 hurricane; therefore, during those emergent times, the ultimate responsibility for Hidalgo County would be to provide assistance to all responders and residents of the County. The facility will benefit the

firm/participant by having 24/7 generator power for the entire facility at the expense of the County. Therefore, the impact to the firm/participant during non-emergent power outages would be minimal.

H. Encouragement of Academic Partnerships:

The firm/participant is highly encouraged to partner with the various accredited institutions of higher learning to obtain and provide training and internship opportunities in the clinical areas in which it is clinically appropriate, in accordance with the Texas DSHS rules and guidelines. The firm/participant is encouraged to demonstrate this aspect in their operations plan.

REQUIRED INFORMATION:

1. The qualified firm/participant will be responsible to provide any and all documentation requested by the client's referring agency in accordance with the treatment plan, after-care plan and/or referral for additional treatment in accordance with the State of Texas Rules and Regulations. Documentation may include information being sent to Hidalgo County Commissioners Court, Hidalgo County Health & Human Services Department, and/or any other County, State or Federal agency to include school districts and/or private schools.
2. The firm/participant must adhere to ALL Texas DSHS licensure requirements for a free-standing substance abuse and primary care treatment facility. The qualified firm/participant will be solely accountable for addressing any findings, complaints and/or legal issues resulting from patient neglect, clinical programming misappropriations and/or inadequate clinical oversight.

PROGRAM DESCRIPTION:

1. Describe all services to be provided by firm/participant, and specify if all services are provided to persons referred to the Hidalgo County Primary Care and Substance Abuse Facility.
2. Describe Firm/participant'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; firm/participant must define what would be considered a successful treatment outcome, taking into account the client's individualized family treatment plan;
3. Describe all responsibilities that are to be placed upon persons and family members participating in firm/participant's programming, taking into account any requirements from the Juvenile Probation, School or other referring agencies which includes any treatment services assignments, which may include tasks for the client to complete (i.e., homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).
4. Describe the Firm/participant's experience and history, if any, in working with adolescents who are, or were, involved with the criminal justice and/or educational system in Texas or elsewhere.

5. Specific requirements for Non-Residential Treatment Services:

- a. Provide photocopies of all state and local facility licenses/certificates that apply to the services/treatment at issue, and include expiration and renewal dates;
- b. Describe the procedure used by firm/participant and information that is necessary for a client to be admitted to their program/service;
- c. Firm/participant must develop and incorporate preventive medical and intervention goals and procedures into the client and family treatment plan; clear expectations must be monitored and reported by firm/participant to Hidalgo County and/or to referring entities (i.e. juvenile court system, educational system or other referring agencies);
- d. Describe and specify any diagnostic assessments by firm/participant that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted by Firm/participant. Describe why these particular assessments will be utilized;
- e. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Firm/participant; and, demonstrate a method in which previous treatment programs are incorporated into the individualized treatment plan.
- f. 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, specify if open or closed groups are utilized;
- g. If individual counseling is provided, describe the counseling/therapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling; to incorporate any AXIS 3/Medical Diagnosis into their individualized treatment plan.
- h. 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 Firm/participant to determine when to release a client early or to request a written extension;
- i. Describe how client progress is measured during program participation. Including the type and frequency of progress reports to be made to Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies);
- j. Describe communication process and frequency of communication between firm/participant's program staff and Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies); Specify if communication process or frequency will vary during duration of

firm/participant's services/treatment; firm/participant must always take into account: HIPAA rules and Guidelines when communicating about a client's/family's progress.

- k. Describe the firm/participant's client discharge/termination procedure (successful /unsuccessful) from the program/service being provided. Include if certificates of completion will be provided by firm/participant to participants, and if so, the procedure to provide certificate to an client and the notification procedure to be used by firm/participant to Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies);
- l. Describe the firm/participant's staff-to-client ratio by level/type of service and treatment.
- m. Describe other relevant client supervision procedures. Describe firm/participant's client files, records, format, electronic databases, frequency of entries, etc. Provide a sample of HIPAA protocols for clients and families.

6. Firm/participant must provide outcomes of quality of life improvements, life-skill improvement, community re-orientation improvements, family communication, improvements, and incorporate any medical prevention/education procedures that will demonstrate an improvement in quality of life when concerning medical health (i.e. glucose testing, proper nutrition, follow-through on meds, etc.). Firm/participant must define what would be considered a successful treatment outcome taking into account the client's individualized family treatment plan.

7. Describe, at a minimum, Firm/participant's program performance measures and standards, to at least the following:

A. Outputs:

- Total number of clients served;
- Total number of counseling hours provided.
- Total number of class hours provided
- Total number of family counseling hours provided

Other output measures may be determined/requested by Hidalgo County and/or referring entities (i.e. juvenile court system, educational system or other referring agencies);

B. Outcomes:

- Include immediate and long-term outcomes that are specific to the program/services as set forth in the proposal;
- Total number of successful program completions;
- Reduction of drug or alcohol use by clients.
- Firm/participant will provide a cost-utilization plan on services provided, i.e. actual costs of all services provided by vendor. This will be part of the quarterly information provided to Hidalgo County Commissioners' Court, in order to demonstrate an actual dollar value of services in return for the usage of the facility and all services associated with the Hidalgo County facility.

Other output measures (determined/requested by Hidalgo County and/or referring entities, (i.e. juvenile court system, educational system or other referring agencies).

PROGRAM EVALUATION METHODS:

1. Describe Firm/participant's plan for determining the degree to which output and outcome objectives are met and methods that are followed.
2. Describe Firm/participant's documentation methods and the plan for monitoring records and determining and evaluating outputs and outcomes.
3. Firm/participant must provide their quality assurance (QA) procedures for monitoring performance measures, outputs and outcomes, and who would be accountable for maintaining this information, including any subcontracted agencies
 - a. Firm/participant must provide full disclosure of all licensed sub-contractors that may provide any direct client services to Hidalgo County residents.
 - b. Firm/participant must provide a signed statement of assurance demonstrating that a complete background check on all employees, contractors and any licensed staff has been conducted to assure the safety and well-being of all clients and family members participating.
4. Describe how data and records will be gathered by firm/participant to determine treatment and program outputs and outcomes.
5. Firm/participant must provide a list of testing instruments to be utilized in treatment, and provide a brief explanation of why this instrument will be used.
6. Firm/participant's data analysis methods and utilization of outcomes must be clearly described within the proposal.
7. Describe the evaluation reports to be prepared and produced by firm/participant.
8. Describe the firm/participant's Management Information System (MIS), electronic databases, and record systems to be used by firm/participant for tracking clients in treatment and after discharge.
9. Additional Outcomes.
 - Additional program evaluation outcomes will be measured by Hidalgo County and/or referring entities (i.e. juvenile court system, educational system or other referring agencies); firm/participant must provide services that meet the following goals:
 - a. Incorporation of preventive medical intervention and education into the individualized client/family treatment plan.
 - Outcomes must demonstrate an improved quality of life and life-skill improvement in relation to the treatment program and plan.

- The desired programmatic outcomes must reflect a decrease in juvenile delinquency, increase school participation, improvement of family communication - all manifested by a decrease in substance abuse utilization due to increased life-skills.
- Firm/participant must provide an incorporation of medical/pharmaceutical treatment activities in conjunction with the after-care and ongoing family participation in their treatment program.

COST/FEES:

HCHHS or no other county entity will be held accountable for any of the costs incurred for providing direct patient care; the firm/participant will be fully accountable for all billing/collections and verification of benefits from each of the participating clients.

Hidalgo County will provide the facility, utilities, and additional amenities as described in the previous introductory sections.

PARTNERSHIP/SUSTAINIABILITY DEVELOPMENT:

HCHHS, along with other Hidalgo County agencies, would be interested in participating with the firm/participant for any grant application, seeking future funding or any collaborative efforts encouraging a new funding stream. Examples of partnership may include letters of support, contacting local, state and/or federal officials and provide assistance by whatever method sanctioned by the Hidalgo County Judge and Commissioners Court.

AIDS AND HIV INFECTION:

Vendor agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Vendor and for clients and residents served by Vendor in accordance with the provisions found in Health and Safety Codes, Sections 85.112, 85.113, and 85.115.

ACCESS TO RECORDS AND INFORMATION:

The firm/participant will make available any information from the client, medical records, program operation information or financial information and data in the event that it is requested by any state or federal agency or by the County auditor. Hidalgo County does not foresee any particular scenario in which this may occur; however, the firm/participant must make themselves amenable to any such requests from the County, with due cause.

EQUIPMENT:

Hidalgo County will provide communication equipment, computer access and maintenance of such equipment.

Firm/participant must provide their own computers/monitors/keyboards, copiers, printers or any hardware and/or software associated with the day-to-day operations of the therapeutic program. Firm/participant will be held accountable to repair/replace any of the equipment provided by Hidalgo County if it is damaged, stolen or misused by the firm/participant and/or clients.

VENDOR BACKGROUND/QUALIFICATIONS:

Each proposal shall contain the following information.

1. Name, title, telephone and fax number of firm/participant's contact person for all inquiries from Hidalgo County and or the referring entity. The contact person shall be responsible for fielding all inquiries from Hidalgo County and/or the referring entity related to the proposal, and providing the firm/participant's response to Hidalgo County's/ referring entities inquiries.
2. Business form of firm/participant (e.g. corporation, partnership, sole proprietorship, governmental entity, agency, etc.), if applicable.
 - a. If a corporation, include the date and state incorporation;
 - b. Whether firm/participant is for profit business or non-profit corporation, governmental agency or entity;
 - c. Names and addresses of firm/participant's principal of officers, directors, or partners;
 - d. Identify all employees, officers, or staff of firm/participant 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 firm/participant'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. Firm/participant must include an affidavit certifying that firm/participant is duly qualified, capable and otherwise bondable business entity, that firm/participant 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 firm/participants;
 - g. The organizational chart showing firm/participant's staff and management.
3. The name and address of the firm/participant's insurance carrier(s), along with a letter or statement(s) from firm/participant's insurance carrier(s) attesting that the insurance coverage(s) as specified in this RFQ is/are either in force or available to upon firm/participant.
4. Complete reference information for all public and private institutions or agencies to which the Firm/participant provides or has provided similar services and treatment. Specify dates for such similar services contracts, and current rates being charged by Firm/participant for these contracted services.
5. A list of civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Firm/participant, 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 Firm/participant, its officers, or employees.
7. Other organizations, biographical, or financial information deemed relevant by the Firm/participant or as requested by Hidalgo County.

8. Hidalgo County has the facility for such services and is requesting statements of qualifications for the “**Substance Abuse Treatment/Primary Care Services for Adolescents only**”. Firm/participant must describe the levels of treatment and services to be provided.
9. Describe when the treatment and services which are the subject of the proposal could begin.

MINIMUM REQUIREMENTS:

- The firm/participant will provide substance abuse/prevention treatment programs as prescribed and in accordance to all rules and/or regulations which apply to outpatient/adolescent treatment programs as indicated. The firm/participant will provide programmatic and facility licenses required to operate their described program in accordance to all and any rules or criteria set forth by the Texas Department of State Health Services and/or any other state or federal agency which may oversee any potential referral source (i.e. juvenile probation, criminal justice, school system).
- The firm/participant must adhere to all usual and customary screening, evaluation, assessment and treatment methods as prescribed by outpatient substance abuse treatment programs in accordance to Texas DSHS rules and guidelines.
- Firm/participant must submit a plan in how they would incorporate up to 10% of overall clientele, which may be considered pro-bono/free services, as referred by various Hidalgo County agencies.

Miscellaneous:

Under any contract that may be awarded related to this RFQ, Firm/participant shall provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the HIDALGO COUNTY 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 RFQ.

HIPPA Compliance:

Offeror agrees to comply with the Standards for Privacy of Individual Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as “HIPPA”, to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPPA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPPA.

EXHIBIT “B”
VENDOR’s Response/Operational Plan

Vendor Operational Plan

Need for the Project's Services.

Environmental Challenges. The adverse socioeconomic conditions place area youth at high risk for many problems including substance abuse. The international border presents unique problems in regards the potential for youth to develop alcohol and drug use disorders. The vast border area is very vulnerable to drug trafficking. Since 1995, the Office of the Governor declared the South Texas Border one of the major transshipment points for illegal drugs in the United States (Texas Narcotic Control Program, 1995). The targeted area has been designated, since 1990, as an HIDTA (High Intensity Drug Trafficking Area) by the Office of National Drug Control Policy (2002). Great quantities of the drugs smuggled into the U.S. through the Texas-Mexico Border stay in the area, making drugs such as cocaine, marijuana and heroin easily accessible and very affordable. Severity of Substance Use Disorders. Several state studies show that border youth have more severe substance use problems when compared with youth from other areas of the state. A 2006 study reports that border residents have higher levels of use of cocaine, crack cocaine and Rohypnol than non-border Texans (Maxwell, 2006). School surveys among 4th-6th graders and 7th to 12th graders showed greater substance use among border students in Texas than in non-border students (Liu, Maxwell & Wallisch, 2001; Liu & Maxwell, 2001). Elementary school children from the border were more likely than students from non-border areas to have used multiple drugs, to have obtained alcohol, and to report that cocaine crack and Rohypnol were easy to obtain and to use Rohypnol, cocaine and crack (Liu, Maxwell 2001). The 2001, 7th to 12th grade survey reports that "students from the border schools reported a higher prevalence of use of alcohol, inhalants, powder cocaine, crack, and Rohypnol than students living elsewhere in the state" (Liu & Maxwell, 2002; Pg 10). Border elementary students have higher life time and past year use of inhalants and were most likely to have been offered marijuana than non-border elementary students (Liu, 2005). The 2004 high school survey shows again that border high school students have more severe problems than students from other areas of Texas: "Students from the border schools reported higher lifetime and current use of powder cocaine, crack, Rohypnol, and tobacco, and higher current use of alcohol than students living elsewhere in the state... The difference in powder cocaine use between border and non-border students was greater in the upper grades" (Liu, 2004). The 2008 Texas School Survey of Substance Abuse conducted by the Texas Department of State Health Services (Liu, 2008) reports that students from border counties in middle and high school show higher levels of cocaine use than students from non-border counties. Ten percent of border students reported lifetime cocaine use and 4% of them reported past month use. In comparison, students from non-border counties reported 6% lifetime use and 2% past month use (Liu, 2009). The same survey shows that border students were more three times more likely to report Rohypnol use than students from other areas of Texas (Liu, 2009). Also, border students reported higher lifetime and past-month use of tobacco, inhalants and crack and higher current use of alcohol than non-border students (Liu, 2008). In 2008, a higher number of border students (11%) reported that they had sought help from problems related to their substance use than students from non-border schools (7%) (Liu, 2009). Students from the border also reported having easy access to Rohypnol, powder cocaine and crack-cocaine, while non-border students reported alcohol, tobacco and marijuana as substances they could easily obtain (Liu, 2008). Survey data indicate that border students have more severe substance abuse problems, they have easier access to "hard drugs" and that they have made more attempts to obtain help from people other than friends and family. Even though border students face more difficult challenges in regards adverse socioeconomic conditions and substance abuse issues, there are very few treatment resources available in the area to meet such great need for services. According to the Texas Department of State Health Services, only over 3% of Texas youth identified with substance use disorders are able to access treatment (Maples, 2009). As discussed in this section, the situation on the border and particularly in Hidalgo County, is more alarming and in other areas of the state.

Lack of Treatment Resources. In addition to experiencing more severe substance use problems, Hidalgo County youth also face many challenges in accessing timely treatment. There are very limited treatment resources in the area and only a very small percentage of adolescents needing treatment are able to access those services. SCAN is one of only two public treatment providers in the area and has only two counselors providing services in the area. There are other programs that serve children who have Medicaid or insurance, but services to medically indigent adolescents are extremely scarce.

Goals and Objectives of the Project.

To provide quality and responsive evidence-based treatment services to adolescents of Hidalgo County and their families. Objective 1: The project will serve 100% of youth referred by Hidalgo County. Objective 2: The project will engage at least 75% of family members/concerned significant others in the treatment process. Engagement will be measured through participation in at least two family sessions and at least three family group meetings. Objective 3: There will be significant reductions in substance use at 3 month follow-ups. Objective 4: At least 60% of participants will show improvement in school attendance and performance, vocational instruction attendance or sustaining a job at 6 months and 50% at 3-month follow-up. Objective 5: At least 65% of participants will complete the program. Objective 6: 65% of participants will report increased positive involvement with family members and/or concerned significant others.

To integrate project to the community's service infrastructure. Objective 1: Project staff will provide monthly reports and quarterly presentation to Hidalgo County stakeholders to review program implementation, integration with community service delivery system and to review quality of services. Objective 2: Project staff will collect feedback from community stakeholders and integrate recommendations for increasing seamless coordination and for improved inter-agency collaboration.

To develop a culture and linguistic informed project, utilizing feedback collected from parent and adolescent focus groups that address the specific cultural and linguistic needs of borders from the border region. Objective 1: Develop training for all staff on addressing cultural and linguistic modifications. Objective 2: Develop increased awareness of integrating Mexican American cultural values such as *personalismo*, *familismo*, *respeto*, *simpatia* and *fatalismo* in all aspects of the project. This objective will be addressed through training, clinical supervision activities and integration of participant feedback.

PROGRAM DESCRIPTION

1. SCAN will provide screening and individualized assessment, treatment planning, individual, group and family counseling, group family counseling, case management, drug testing, discharge planning and linkages to continuing care. Services will be provided to persons referred to the Hidalgo County Primary Care and Substance Abuse Facility.
2. Services are described above. The project's goals and objectives are described in the previous page. Individualized treatment plans are developed using assessment information that is gathered at the time of admission and includes information in all major life areas of the participant. The treatment plan is developed to address the specific and unique needs as identified in the assessment process. The plan is developed in collaboration with the client and lists specific steps to achieve the goals and objectives. Successful treatment outcomes include reductions in substance use and mental health symptoms and improvements in school, family and social functioning.
3. The responsibility of the persons and family members is to attend all scheduled sessions and to work towards achieving the goals and objectives identified by both the counselor and the person and family members. Treatment planning will include helping the person meet successfully the requirement of her or his probation. Sessions are scheduled weekly and the person and family members are given a schedule of activities. Attendance is recorded and this information is shared with Hidalgo County.
4. SCAN has been providing outpatient and residential treatment services for adolescents since 1994. SCAN developed the first adolescent treatment programs for adolescents in the border area and has

been recognized as a leading agency in the United States in the use and adaptation of substance abuse evidence-based practices for adolescents.

5. Requirements for non-[residential treatment services:

- a. See photocopies enclosed
- b. Information that is collected that determines program eligibility is the administration of an assessment. The assessment results must identify a substance use disorder (abuse or dependence) for the client to be eligible for services
- c. Physical health is one of the major areas that are part of the comprehensive assessment. Medical needs are identified and included in treatment planning. The counselor conducts case management activities and coordinates care with local medical providers to meet these needs.
- d. The diagnostic assessment used by SCAN is the Texas Department of State Health Services' CMBHS assessment. CMBHS stands for Clinical Management Behavioral Health System. A CMBHS assessment is also conducted at discharge to identify the participant's ongoing needs after treatment. These particular assessments are utilized because they are required by the state (TDSHS).
- e. Treatment plans are developed by the third service date. Information about previous treatment experiences is collected and integrated to the current treatment plan.
- f. The group sessions are part of Motivational Enhancement Therapy/Cognitive Behavioral Therapy, a highly effective manualized treatment approach. The group sessions are open and the maximum number of clients in a group is fifteen.
- g. The counseling approaches utilized for individual counseling are Motivational Enhancement Therapy/Cognitive Behavioral Therapy. The goals and objectives of individual counseling is substance use reduction and abstinence, improvement in refusal skills, improvement in receiving social support and improvement in problem solving and decision-making skills.
- h. The length of the program is three months. A client may be released early if the client is able to meet the treatment plan's goals and objectives prior to the estimated timeline. On the other hand, if a client has not been able to make the expected progress, a treatment extension is requested.
- i. Progress is measured by program attendance, motivation, drug testing results and completion of treatment plan goals and objectives. A report is prepared and submitted to Hidalgo County the fifth of every month.
- j. Communication between SCAN and Hidalgo county staff will be ongoing. At a minimum, communication will be monthly. SCAN envisions a program that is fully integrated to Hidalgo County; therefore, communication will be based on the needs of the client. SCAN will respond to the communication needs of Hidalgo County and the clients and will include written reports, staffings and phone contact. All information released will be provided with the written consent of the client and legal consenter and following all HIPAA rules and guidelines.
- k. All clients receive a discharge assessment. Clients also participate in the development of a discharge plan. Clients who complete the program successfully have a graduation ceremony and receive a certificate of completion. Clients who are discharged unsuccessfully are only those who refuse to participate in services and fail to attend treatment sessions consistently. Information about successful and successful discharges is provided to Hidalgo County through written reports.
- l. The ration of counselor to client ration is 15 to 1.
- m. Clinical supervision is provided to all counselors through weekly supervision sessions. SCAN maintains an electronic client file and a paper client file. All paper client files are secured under lock and key filing cabinets and rooms where only qualified staff can have access. Electronic information is secured through passwords. All client progress notes are entered on a daily basis.

6. Outcomes of quality of life will include increase in school functioning and job retention. Other outcomes include reduction of family conflict, increased engagement in prosocial activities and reduction of criminal behavior. Parents will also report providing better supervision and guidance. Improvement in physical health will be monitored through communication with healthcare provider.
7. Performance Measures
 - a. Outputs:
 - Total number of clients served-84 annually
 - Total number of counseling hours provided-7 hours weekly
 - Total Number of class hours provided- 3 groups 2 hours each held weekly. Monday from 6PM-8PM, Tuesday from 6PM-8PM and Wednesday from 1PM -3PM.
 - Total number of Family Counseling Hours provided- 6 hours weekly
 - b. Outcomes:
 - Immediate goals include more consistent school attendance, achieving sobriety, gaining understanding of triggers and relapse, develop drug refusal skills, develop and identify social support networks. Long term goals are maintaining and sustaining sobriety and embracing recovery.
 - Total number of successful completions -65%
 - Reduction of drug use as evidenced through random drug testing, self report and a follow up conducted between 60-90 post discharge.
 - Cost Band for services:
 1. Non Curriculum Based Outpatient Individual - \$54/hour
 2. Life Skills Group or Relapse Prevention Group - \$17/hour
 3. Curriculum Based CYT Individual or Group (youth or Family) session - \$75/hour
 4. Case management/Youth or Family Support Services - \$70/hour

PROGRAM EVALUATION

1. The primary criteria to evaluate this Program will be based on: 1) How well the program meets its goals and objectives, 2) How successful the program has been in achieving its outcome measures; 3) How satisfied youth, parents, and community partners are with program services; and 4) How well the program monitors implementation and quality of services. This Program will continue to utilize formal methods and tools to track its progress including a formative (ongoing) and summative (year-end) evaluation process that focuses on both process and outcome indicators. The program will be informally evaluated on a quarterly basis throughout the year by the Program Director and by the Project Evaluator to ensure that stated goals and objectives are being attained and to determine whether or not programmatic changes are needed. At the end of the fiscal year, a formal summative evaluation will be conducted that includes the following: 1) goal and desired outcome identification; 2) process assessment; 3) outcome assessment; and 4) impact assessment. The Program's formal evaluation process will identify if targeted objectives were achieved, provide a thorough analysis of all project data collected, and will culminate in a detailed report for dissemination. All evaluation information (quantitative, qualitative, and procedural) will be integrated into the report and shared with agency staff, program participants, and the funding agency. Additionally, all activities of the Program will be reviewed on a regular basis through SCAN's formal Quality Assurance (QA) Program. The QA Program holds regularly scheduled meetings throughout the year to review all agency programs. The review consists of key accomplishments, activities completed/not completed, plans to get back on

schedule, upcoming activities, barriers or challenges faced, and any technical assistance needs.

2. Program Director conducts a desk review of client files quarterly to determine and evaluate outputs and outcomes. Weekly program counselors submit a tracking form listing hours of direct counseling and case management provided. Monthly the program director prepares a statistical report addressing program goals and objectives that is reviewed by the CEO and the Board of Directors.

3. SCAN's Quality Improvement Program Activities

SCAN conducts quality improvement activities for Youth Outpatient Services 12 times per year as follows: 8 program reviews; 2 chart audits; and 2 inspection facilities. A description of SCAN's Quality Improvement Program follows:

SCAN Inc. utilizes a formal, comprehensive, and ongoing quality management process to monitor the effectiveness of all agency programs including all Texas Department of State Health Services (TDSHS) – Substance Abuse Services funded treatment programs. The agency's Quality Assurance (QA) Program members meet on a regular basis throughout the year to review the performance of all agency programs. QA Program members consist of all agency program directors and coordinators, an agency administrative assistant and the agency's top-level administrators including the Chief Executive Officer. QA Program staff members in conjunction with QA Program members conduct regularly scheduled participant/client chart audits, performance measure binder audits and on-site facility inspections. Additionally, the QA Program engages in monitoring activities to ensure that agency programs adhere to funding agency contracts regarding service provision and approved implementation and evaluation plans.

The QA Program members meet as a group a minimum of eight times during each fiscal year to monitor the effectiveness of the agency's programs including the actions necessary to improve quality and/or quantity of services. Meetings are scheduled in October, November, January, March, May, June, July, and August. At these regularly scheduled meetings, members provide a standardized written report for each program that they oversee. The reports are discussed during QA meetings and program directors/coordinators collaborate to identify successes or highlights, key activities completed, key activities not completed, a plan to get back on schedule (if applicable), a list of major activities planned for the following month, current key challenges and strategies to overcome them, and technical assistance needs. Facility inspections take place twice a year – in December and July. Chart audits take place twice a year – in November/December for non-substance abuse services-related programs and in February/March for all substance abuse prevention, intervention, and treatment services programs.

Four separate incident report meetings are held during each fiscal year (November, March, June, and August) to review incident reports from all of the agency's residential programs – including treatment programs. The agency's CEO, QA Program Coordinator, and directors/coordinators of the agency's residential programs constitute the members of the Incident Report Committee. Utilization review procedures are also incorporated into the charts of all treatment program clients. The utilization review process is monitored as part of the QA Program's regular chart audit process.

The key objectives of the QA Program are as follows:

- ▶ Ensure that program services are adequately documented.
- ▶ Ensure that program services are being provided in the quantity and manner stipulated by funding agencies.
- ▶ Ensure that program services are provided in a timely manner.
- ▶ Ensure that all program services adhere to best practices in their respective fields.

4. Data and records are kept in DSHS Clinical Management for Behavioral Health Services (CMBHS) System. Clinical Management for Behavioral Health Services (CMBHS) is a web-based clinical record keeping system for state-contracted community mental health and substance abuse service providers. The system was deployed December 14, 2009 and has been implemented across the state to DSHS-contracted substance abuse treatment service providers. In addition to an electronic health record, CMBHS also serves as a clinical tool which includes diagnostic and treatment plan capabilities. CMBHS supports data exchange across contracted substance abuse service providers and between DSHS and other state agencies to coordinate care. CMBHS system combines the electronic health recordkeeping requirements for both mental health and substance abuse treatment providers in a single system. Clinical management is the management of client services and associated data starting with pre-treatment processing and continuing thru post-treatment follow-up.

5. SCAN uses **only** DSHS Clinical Management for Behavioral Health Services (CMBHS) System which has the capability of the following:

- Providing client screening, registration, treatment eligibility determination, and assessment.
- Evaluating a client's condition, treatment, level of care needs and recommended treatment options.
- Storing treatment service information such as assessments, treatment plans, progress notes, and referrals.
- Evaluating the client's post-treatment progress

All instruments used are part of the **CMBHS** system they include the screening instrument and the assessment instrument.

6. Process Evaluation. Data related to this project will be gathered through: 1) Submission of monthly performance reports, 2) Evaluator meetings with the Program Director, Counselor/Case Manager, and program participants, 3) Bi-monthly Project Evaluator monitoring of project implementation compared to established timelines, 4) Monitoring of program activities through SCAN's internal Quality Assurance Program, and 5) Ensuring procedures for data collection are in place. The evaluation will include continuous quality improvement recommendations as well as emphasize strengths and weaknesses in meeting the identified goals and objectives for the program.

7. Outcome Evaluation. The attainment of desired outcomes will be determined through a review of the CMBHS follow-ups and participant record reviews. The Project Evaluator will support the program by providing regular feedback about the progress of the program and attainment of quality control objectives. Formal discussion of critical activities achieved, barriers to success, and dissemination of project findings will occur as part of regularly scheduled program meetings. Satisfaction with Program Services. This area will be evaluated by reviewing information collected through satisfaction surveys administered to youth participants and their family members. At the completion of the annual evaluation report, the Project Evaluator, and Program Director will meet for a process assessment review. Recommendations will be discussed and resulting changes will be integrated into the final evaluation report. Recommended changes to improve this Program will become part of the program's design to enhance and expand its ability to serve this critical population.

8. SCAN utilized DSHS Clinical Management for Behavioral Health Services (CMBHS) System for the firm/participant's Management Information System. Clinical Management for Behavioral Health Services (CMBHS) is a web-based clinical record keeping system for state-contracted community

mental health and substance abuse service providers. The system was deployed December 14, 2009 and has been implemented across the state to DSHS-contracted substance abuse treatment service providers. In addition to an electronic health record, CMBHS also serves as a clinical tool which includes diagnostic and treatment plan capabilities. CMBHS supports data exchange across contracted substance abuse service providers and between DSHS and other state agencies to coordinate care. CMBHS system combines the electronic health recordkeeping requirements for both mental health and substance abuse treatment providers in a single system. Clinical management is the management of client services and associated data starting with pre-treatment processing and continuing thru post-treatment follow-up.

9. Additional outcomes to be measured by provider through CMBHS will be:

- Percent of youth involved in ongoing recovery support groups and other recovery support systems. Goal is 50%
- Percent of youth with no arrest since admission. Goal is 70%
- Percent of youth attending school or vocational training. Goal is 40%

Cost/Fees – Hidalgo County will provide the facility, utilities and additional amenities but no payment. Organization will bill DSHS for medically indigent youth and Medicaid or CHIPS for other youth.

Partnership/Sustainability Development – SCAN would be interested in participating with Hidalgo County in seeking additional funding for program enhancement or expansion.

AIDS and HIV Infection – SCAN has adopted and implemented AIDS and HIV workplace guidelines that are in compliance with state and federal laws.

Access to Records and Information – SCAN will make available client information, program operation information or financial information as requested by Hidalgo County. Release of client information will have to abide by HIPAA Privacy Rules and CFR 42.

EXHIBIT “C”

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|------------------------------|---|
| PRODUCER EFG Insurance Agency Inc 600 Kenrick Dr. Ste B-10 Houston, TX 77060 | 281 405 8866 281 405 8356 | CONTACT NAME: EFG Insurance Agency Inc / Henry A Vogel PHONE (A/C, No, Ext): 281 405 8866 FAX (A/C, No): 281 405 8356 E-MAIL ADDRESS: gm@efgia.com |
| INSURED Serving Children & Adults in Need, Inc. 2347 E. Saunders Suite B Laredo, TX 78041-5434 | 956 724 5111 956 724 4861 | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Companies INSURER B: Texas Mutual INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|-----------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | PHPK911427 | 09/01/2012 | 09/01/2013 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | PHPK911427 | 09/01/2012 | 09/01/2013 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$ 50,000 |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | TSF-0001074931 201012 | 12/22/2011 | 12/22/2012 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability | | PHPK911427 | 09/01/2012 | 09/01/2013 | Each Professional Incident: Incident: \$ 1,000,000 Aggregate Limit: \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

A) PHSD760528: Flexi Plus Five: 1- Not-Profit Organization Directors & Officers Liability Insurance
 2- Employment Practices Liability Insurance
 3- Fiduciary Liability Insurance 4- Workplace Violence Insurance
 5- Internet Liability Insurance
 Limits of Liability: \$ 1,000,000 Retention: \$ 2,500 for Director and Officers and \$ 5,000 for # 2,3,4,5.
 A) PHSD648198: Crime Protection Plus: Limit of Insurance: \$ 1,000,000 Retention: \$ 5,000

| | |
|---|---|
| CERTIFICATE HOLDER Hidalgo County Government 2812 S Business Highway 281 Edinburg, TX 78539 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Henry A Vogel |
|---|---|

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WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

6210 E Highway 290
Austin, Texas 78723-1098

INFORMATION PAGE

| | | |
|--------------------------|--|--|
| ITEM 1 | SERVING CHILDREN AND ADULTS IN NEED INC 2347 E SAUNDERS ST STE B LAREDO, TX 78041-5434 | (See INSURED NAME EXTENDED pg) |
| INSURED NAME AND ADDRESS | | POLICY NUMBER TSF-0001074931 20121222 |
| PRODUCER 06480 | OTHER WORKPLACES NOT SHOWN ABOVE: see attached schedule of operation. EFG INSURANCE AGENCY INC DBA: EVERGREEN FINANCIAL GROUP 600 KENRICK DR STE B10 HOUSTON, TX 77060-3632 | Federal Tax ID 74-2245935 Bureau Number 420661428 Branch HOUSTON Renewal of 0001074931 Entity NON PROFIT CORP Interim Adjustment QUARTERLY - 33% Group SSA01 |

ITEM 2 **The Policy Period is from: 12-22-2012 To: 12-22-2013 12:01 A.M. standard time at the insured's mailing address**

ITEM 3

A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: **TEXAS**

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are:

| | | |
|----------------------------------|---------------------|----------------------|
| Bodily Injury by Accident | \$ 1,000,000 | Each Accident |
| Bodily Injury by Disease | \$ 1,000,000 | Each Employee |
| Bodily Injury by Disease | \$ 1,000,000 | Policy Limit |

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: **NONE**

D. This policy includes these endorsements and schedules:

See Schedule of Endorsements attached

ITEM 4

The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| | |
|--|---------------------|
| TOTAL ESTIMATED STANDARD PREMIUM | \$ 58,736.00 |
| WAIVER OF SUBROGATION | .00 |
| INCREASED EMPLOYERS LIABILITY LIMITS | 1,175.00 |
| TOTAL PREMIUM SUBJECT TO MODIFICATIONS | 59,911.00 |
| PREMIUM MODIFIED TO REFLECT EXPERIENCE MOD OF (1.98) | 58,713.00 |
| PREMIUM MODIFIED TO REFLECT SCHEDULE RATING OF (.75) | 29,656.00- |
| WORKERS' COMP HEALTH CARE NETWORK DISCOUNT (.12) | 10,676.00- |
| DEDUCTIBLE PREMIUM | .00 |
| ADMIRALTY/FELA OR L & H W | .00 |
| PREMIUM DISCOUNT, IF APPLICABLE (10.90) | 8,534.00- |
| EXPENSE CONSTANT CHARGE | 150.00 |
| TOTAL ESTIMATED ANNUAL PREMIUM | \$ 69,908.00 |
| MINIMUM PREMIUM | 250.00 |
| DEPOSIT PREMIUM | 23,070.00 |

Issue Date: 12-20-2012

Countersigned by *Ron Wright*

The Texas Mutual Insurance Company is required by law to provide its policyholders with certain accident prevention services as required by Texas Labor Code, §411.066, at no additional charge and return-to-work coordination services as required by Texas Labor Code §413.021. If you would like more information, call Texas Mutual Insurance Company's loss control division at 1-800-859-5995 for accident prevention services or 1-800-859-5995 for return-to-work coordination services. If you have any questions about this requirement, call the Texas Department of Insurance, Division of Workers' Compensation, Workplace Safety, at 1-800-687-7080.

EXHIBIT D

HIV Standards

EXHIBIT D HIV Standards

A. HIV Counseling and Education. VENDOR shall: 1) provide information to staff and Clients including basic substance abuse/HIV information about risk factors, risk reduction strategies, routes of transmission, and HIV antibody counseling and testing; 2) provide risk assessments on all Clients entering treatment; and 3) have a documented procedure in place for making available, at the Defendant's request, pretest and post test counseling and anonymous HIV testings. VENDOR shall not carry out any testing for the etiologic agent for Acquired Immunodeficiency Syndrome (AIDS) unless such testing is accompanied by appropriate pretest, counseling and appropriate post test counseling. VENDOR will obtain the Client's voluntary consent prior to conducting an HIV test.

B. HIV Workplace Guidelines. In accordance with Subtitle D. Title 2, Health and Safety Code, Chapter 85, Section 85.113, VENDOR shall adopt and implement workplace guidelines concerning Persons with AIDS and HIV infection. VENDOR's guidelines shall be consistent with guidelines published by the Texas Department of Health and all other applicable regulations, policies and procedures.

C. HIV Confidentially Guidelines. In accordance with Subtitle D. Title 2, Health and Safety Code, Chapter 85, Section 85.115, VENDOR shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of the entity and for Clients, including Residents served by the entity. VENDOR's guidelines must be consistent with guidelines published by the Texas Department of Health and with state and federal laws and regulations. If VENDOR does not adopt confidentiality guidelines as required by this paragraph, VENDOR is not eligible to receive payment through this AGREEMENT until the guidelines are developed and implemented.

CC Meeting of 08-13-2013

- APPROVED**
- E. **AI-39984** 1. Requesting approval of name change/correction (as requested by State of Texas) to reflect the name of "Serving Children and Adults In Need"(SCAN) instead of contract vendor name of "Serving Children and Adolescents in Need, Inc.";
2. Approval to exercise the option to renew/extend for the last one (1) year term as stipulated and provided in the contract identified under the same terms and conditions for "Substance Abuse Treatment and Primary Care Services for Adolescents" with SCAN, INC.. (E-12-230-09-04).
- F. **AI-39828** Recommending award and approval to issue a purchase order to the sole bidder (Deerskin Mfg Inc.) through Request of Sealed Quotes meeting all specifications and/or requirements for "Hidalgo County Health & Human Services Department-Purchase-Delivery & Installation of Five (5) Animal Control Cages" not to exceed \$38,500.00- RFSQ No.: 2013-204-07-23-SMA
- G. **AI-39992** Authority to exercise the one (1) year extension option as provided under current contract for "Hauling Services for Crushed Caliche Only" for Hidalgo County Precinct No. 2 under the same rates, terms, and conditions with Roy's Hauling Service, Inc.
- H. **AI-40123** Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.,) as attached hereto for Road and Drainage Construction Rancho Blanco Rd. RFB No. 2013-250.
- I. **AI-40032** Acceptance and approval of payment for Inv. #3363-\$7,251.00 for professional services rendered as submitted by project engineer, Ramiro Gutierrez Engineering Corp.-through Contract C-11-310-01-24 (WA #9) for the Thomas Road Project.
- J. **AI-40073** Approval of clarification to effective dates indicated under AI#39684 (approved by CC 07-30-13) in connection to extensions/renewals as (set forth below);
1. Requesting authority to exercise the **THIRD (3RD) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for:"LEASE OF TOWER SPACE" in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions,
effective 08/03/13 and not 08/03/12 as captioned on agenda.
 - a. E-12-205-07-31 (C-10-043-08-03) - SBA TOWERS IV, LLC - LA JOYA TOWER SITE
 - b. E-12-205A-07-31 (C-10-044-08-03) - O.E. INVESTMENTS, LTD - WESLACO TOWER SITE
 2. Requesting authority to exercise the **SECOND (2ND) YEAR & FINAL** of the additional two (2) one (1) year options to extend/renew provided in the current contract for:"COMMISSARY SUPPLIES" in connection the Contracts (detailed below) for Hidalgo County Sheriff's Office. under the same rates, terms and conditions.
effective 08/19/13 and not 08/03/12 as captioned on agenda.
 - a. E-12-214-08-14 (C-11-083-08-16) - CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY

CC Meeting of 08-13-2013