



NOTICE

Dallas County specifications supercede any changes made by the Bidder, unless otherwise approved in writing by Dallas County.

Vendors Downloading Bid/Proposal Specifications from Dallas County Website agree to the following:

VENDOR MUST IMMEDIATELY RETURN THIS FORM BY FAX

VENDORS RESPONSIBILITY:

Vendors are responsible to download and complete any addendums.

*Addendums will be posted on the Dallas County Website no later than 72 hours prior to Bid Opening

*Addendum's extending Bid Openings may be posted on the same day

SPECIFICATION DOWNLOADED ACKNOWLEDGMENT

RFP/Bid No. 2008-112-3837

RFP for an Annual Contract for Residential Sex Offender Treatment Services for
Dallas County Community Supervision and Corrections Department

COMPANY NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

E-MAIL: _____ Web site: _____

SIGNATURE: _____ DATE: _____

Federal Tax I.D.# _____

FAX TO: DALLAS COUNTY PURCHASING DEPARTMENT

214-653-7878 or 214-653-7449

PLEASE NOTE:

1. BIDDERS MAY NOT RETURN OFFERS FOR PROPOSALS BY FAX AND/OR E-MAIL
2. BIDDER MUST FOLLOW THE INSTRUCTIONS FOR BID/PROPOSAL SUBMISSION AS OUTLINED IN THE INSTRUCTION TO BIDDERS.

DALLAS COUNTY IS NOT RESPONSIBLE FOR BIDDERS FAILING TO ADHERE TO THIS REQUIREMENT.
CHANGES OR MODIFIED SPECIFICATION WILL BE REJECTED.



Dallas County RFP No. 2008-112-3837

Request for Proposal

For

Annual Contract

For

Residential Sex Offender Treatment Services

For

DALLAS COUNTY

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

PROPOSALS DUE:

JULY 21, 2008 @ 2:00 P.M.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL MAY BE DIRECTED

TO GLORIA TORRES AT grtorres@dallascounty.org

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REQUEST FOR PROPOSALS

Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications.

I. Introduction

The Dallas County Community Supervision and Corrections Department (hereafter called CSCD), a political entity of the Judicial District, is seeking vendors to provide residential services to individuals' court ordered into a managed residential setting as a condition of community supervision. The selected vendor must comply with Texas Local Government Code, Chapter 244, which relates to locating a correctional or rehabilitation facility within the community. Bidder must supply proof of local consent (certificate of occupancy) to operate such a facility with the response to this RFP. Thereafter, the bidder must maintain said local consent throughout the term of the ensuing contract. CSCD requires the vendor to comply with all applicable Federal, state, and local standards necessary to operate a facility like the one described in this RFP.

During Fiscal Year 2008, the CSCD budgeted \$195,000 for this service contract. That contract will serve a maximum of 36 clients for 180 days at \$30 per day. Placement of clients lies exclusively with the CSCD, acting on behalf of the judges trying criminal cases. The CSCD provides an authorization number for each client referred for placement. The number is valid for a maximum of 180 days and must be obtained and/or renewed by the vendor before delivering services. Typical services sought by the CSCD include, but are not limited to, life skill training, rational behavior training, twelve step groups, substance abuse education, GED tutoring, employment assistance and sex offender therapy. CSCD also refers non-English speaking clients for Services; Vendor should indicate their capacity to accept those types of referrals.

The selected vendor shall be responsible for providing proof of insurance (professional liability, as well) for the Facility and its contents. The vendor shall provide, and properly maintain, vehicles to transport residents and/or staff and shall be responsible to secure and maintain automobile liability insurance on such vehicles at all times.

Authority

The Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) establishes, sets standards, and funds Community Supervision and Corrections Departments (CSCDs). Additionally that agency authorizes the payment of funds to CSCDs to contract with vendors for the delivery of various community-based services, including residential services.

The CSCD implements programs in accordance with the orders of the criminal courts, community justice plans, and applicable state law. Programs are utilized to accomplish the mission of the CSCD, which includes at least the following:

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

Qualifications to Submit a Proposal

Proposer must have adequate financial resources, insurance, and legal authority to contract for and furnish the residential treatment services at issue. Proposers must submit all the appropriate facility, program, and individual licenses and credentials issued by the State of Texas. CSCD will consider the proposer's experience in operating and managing a facility of this size, a minimum of five years of direct experience providing residential services to sex offenders is required; a minimum of five references must be submitted.

CSCD reserves the right to negotiate with the selected vendor for other levels of service and treatment during the contract period. This is expressly conditioned on the requirements that: (1) both parties enter into and execute a written contract

amendment or new contract, that address the other levels of service and treatment; (2) Vendor obtains, or has all, appropriate licenses and authority to furnish the subject other services and treatment; and (3) the other levels of service and treatment at issue is in the best interest of the CSCD, as determined in the CSCD's sole discretion and judgment.

Opening Date, Time, and Procedures

**Completed Proposals
Original and Six (6) single sided copies
Must be received at the
Dallas County Purchasing Department
509 Main Street, Room 623
Dallas, Texas 75202
by**

**July 21, 2008
at
2:00PM**

All proposals must be in sealed envelopes/boxes and must be labeled. Original proposal must reference the RFP number, be clearly marked ORIGINAL, and contain all original signatures.

Late proposals will be returned to the bidder unopened. Dallas County Purchasing Department will not be responsible for unmarked proposals, improperly marked proposals, or proposals delivered to the wrong location.

Proposals may be withdrawn at any time prior to the official opening. After the official opening, proposals will become the property of CSCD. No modifications to a proposal will be accepted. If modifications are necessary prior to opening for any reason the proposer may withdraw the proposal and submit a new proposal.

CSCD reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities in the best interest of the CSCD.

Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of liability and the verification of all information presented herein shall rest solely with the proposer. CSCD and its representatives will not be responsible for any errors or omissions in these specifications nor for the failure on the part of the proposer to determine the proposers full extent of liability if a proposal is submitted.

The proposer shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications the proposer shall promptly notify Dallas County Purchasing in writing of the error or omission it discovers. Any significant errors, omissions, or inconsistencies in the specifications are to be reported no later than ten (10) days before time for bid proposal submission deadline.

Overview

Any contract offered from this RFP would be a PER CLIENT PER DIEM contract with cost justification. Proposers will ensure that only reasonable and allowable costs will be used in the cost justification. If proposal is accepted and unallowable or unreasonable costs are expended during the contract period the provider may be subject to contractual and criminal sanctions. The requirements listed in the attached service contract shall become binding to the selected vendor.

Prices must be firm for the entire contract.

The proposal submitted in response to this RFP, if accepted, will become the **Operations Plan**. The proposal will become legally binding upon the provider as the process by which the residential services are provided under any contract.

Proposers with multiple contracts with state or local governments or other agencies will develop accounting processes that allow for **verification of rates**. This may include indirect cost rates or cost pooling.

Proposers will follow all U.S. Office of Management and Budget Circulars as applicable.

Contracts will be for residential services, which may include educational classes, substance abuse services, sex offender treatment, anger management, and other programs that relate to the specific issue of English and non-English speaking sex offenders or sex offenders with aggravated type offenses.

Providers will submit invoices, once per month, for payment for services to the CSCD. Agencies will be required to use the forms and procedures specified by the CSCD. Proposers may be required to submit billing electronically on software provided by TDCJ-CJAD. Proposers will provide sufficient data to enable the CSCD to verify vendor services.

The selected vendor shall operate, maintain and manage the Facility in compliance with applicable Federal and State Constitutional requirements, laws, court orders, TDCJ-CJAD standards, and, if applicable, DSHS (formerly TACADA) regulations.

The CSCD retains control over the offenders referred to agencies for the provision of residential services. If the offender is determined to be in need of additional or different treatment services, the offender is to be referred back to the CSCD for further action. The process by which this action will occur will be addressed in the Treatment Program Policies and Procedures of the CSCD.

As per Government Code Chapter 76.017 section (e), services provided to offenders referred to the Facility are billable if no other public or private funds are available to that client.

The prices quoted in response to this RFP should be the full cost of residential placement. Any other funds (including client participant fees) available to the proposer from public or private sources shall be deducted from the total billable amount to the CSCD if proposer is offered a contract.

Proposals shall be opened so as to avoid disclosure of the contents to competing offerors. Details will not be publicly disclosed until all ensuring negotiations have been completed and contractual agreements have been executed as allowed by law.

The CSCD reserves the right to negotiate a contract with the proposer who, in its opinion, offers the most advantageous proposal(s) for the purpose intended. The CSCD reserves the right to accept the proposal presenting the best offer. **This offer may or may not be the lowest bid.**

Contract Period

Selected proposer will be awarded a maximum twelve (12) month contract effective September 1, 2008 through August 31, 2009. **Prices must be firm for the entire contract.** Services provided will be paid from the appropriate fiscal year funds provided by the Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD). Contracts are subject to availability of TDCJ-CJAD funds. All representations made by the department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the Judicial District, State of Texas, the Texas Board of Criminal Justice, or the Texas Department of Criminal Justice - Community Justice Assistance Division.

Renewal Options:

CSCD reserves the right to exercise an option to renew this contract based on existing terms, conditions, and pricing for three (3) additional one (1) year periods, beginning September 1, 2009, provided mutual consent is given by all parties. If the CSCD

exercises this option, the vendor shall update the initial solicitation, including the budget information, no later than thirty (30) calendar days prior to the commencement of the renewal.

II. Residential Services Minimum Requirements

The proposer shall, in accordance with the terms of this RFP and subsequent contract (if accepted as a vendor), provide all necessary personnel, equipment materials, supplies, and services (except as may be furnished by the CSCD as specified in writing as part of this RFP). Additionally, the proposer shall do all things necessary for, or incidental to, the provision of the residential services listed in this RFP. Proposers are expected to follow all guidelines, rules, and regulations outlined by Texas DSHS and/or, American Corrections Association if applicable. Service providers are expected to actively involve supervision officers in the management of clients through both written and verbal communication regarding clients' participation in residential programs and services.

Residential Guidelines

Written policies and procedures shall ensure the following:

- a. All offenders admitted to residential services shall be medically stable, able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.
- b. The program shall have enough staff to meet services/treatment needs within the context of the program description. A person or persons shall be designated to administer prescribed medication. Counselor caseloads must not to exceed eighteen (18) offenders.
- c. There shall be direct care staff awake and on site during all hours of program operation. The direct care staff to client ratio shall be at least 1:18 during the hours clients are awake.
- d. Counselors shall complete a comprehensive offender assessment within five (5) working days of admission for all offenders.
- e. The facility shall deliver not less than ten (10) hours of structured activities per week for each offender, including at least five (5) hours of substance abuse education, sex offender therapy, educational assistance, and/or anger control.
- f. The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and non-structured settings.
- g. A record must be maintained for each client with prescription medications. Officers shall be notified when clients are not taking these medications as prescribed.

III. Proposal Submission Requirements

General

1. Each proposal must be in the format described in this RFP. Proposals must be typed or printed on standard (8 1/2"x 11") paper. Pages must be numbered and a table of contents must be included in the format required by this RFP.
2. Each proposal must respond to all portions of the RFP. All Texas Department of Criminal Justice-Community Justice Assistance Division proposal and budget forms must be utilized. (See attached forms).
3. Once a proposal has been submitted the proposer may not submit changes, amendments, or modifications. The proposer may, however, withdraw and resubmit a proposal anytime prior to the final date and time set for receipt of proposals. The CSCD, in its sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modifications to its advantage.
4. Each proposal shall be valid for 90 calendar days after the opening date of the proposal and shall constitute an irrevocable offer to the CSCD for the 90-calendar day period. The 90-calendar day period may be extended by mutual agreement of the parties.

5. The CSCD reserves the right to waive, change, add, or delete any terms or conditions of this RFP. The CSCD reserves the right to waive any technicality noted in the submission process. **Submission of proposals confers no legal rights upon any proposer.** CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP.

All proposals become the property of the CSCD. The CSCD reserves the right to use, for its benefit, ideas contained in the proposals submitted. The CSCD is not liable for any costs or any damages that may be incurred by proposer or prospective proposer in the preparation, formulation or presentation of a proposal. In case of ambiguity or lack of clarity, the CSCD may adopt such interpretations as may be advantageous to the CSCD. **Any justified request for proposer information to remain confidential after the contract award will be granted to the proposer as allowed by law.**
6. Any proposer who submits a proposal without attending the scheduled pre-proposal conference does so at his/her own risk and waives any right to assert claims due to undiscovered information.
7. After opening of proposals and prior to award, the CSCD reserves the right to make a pre-award site visit of any or all proponent's facilities to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of proposals as non-responsive. The CSCD reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.
8. The proposer's past performance may also be used for purposes of evaluating proposer's suitability for award under this solicitation.
9. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.
10. Proposals should not contain promotional or display materials except as they may directly answer questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP.
11. If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit a request for clarification to Dallas County Purchasing on or before July 11, 2008 at 5:00 p.m. **All requests shall be in writing.** All questions regarding this proposal submission/funding should be directed to the Dallas County Purchasing Department.

Proposal Format Requirements

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

- A. Cover Page: Include a cover page with vendor name, address, contact, telephone number and email address.
- B. Summary Sheet(s): brief summaries (1 page each) of the proposal relating to:
 - 1) Identification of proposer; and
 - 2) Proposer's statement of understanding of the proposal, program objectives, CSCD objectives, and
 - 3) Reasons or explanations for any exceptions noted on the cover page.
- C. Attachments: Shall include all information required of each proposer in the following order:
 - 1) Required Information.
 - 2) Proof of liability insurance;

- 3) Proof of Texas DSHS and ACA licensure, if applicable, to operate this type of facility;
- 4) Certificate of occupancy, as outlined in Chapter 244 of the Texas Local Government Code;
- 5) Costs
 - a) Specify the per diem rate (unit price) for services provided.
 - b) Specify if unit price will vary based on the number served (i.e. 10 housed will cost x, 20 housed will cost y).
 - c) Complete budget forms (Appendix II) to substantiate how unit price was determined for services. **The rate proposed multiplied by the number of units proposed must equal the total proposed budget.**
 - d) Specify any additional price for special population offenders including dual diagnosis, mentally retarded, etc. Detail the cost differential for serving this special population.
 - e) All proposed cost must be reasonable and necessary for providing services stated in RFP and shall not include any of the unallowable costs. No unallowable cost shall be included as justification for the provision of residential services. Unallowable costs include but are not limited to:
 - i) Any item unallowable by State or any authorized agency, statute, policy, or procedure;
 - ii) Alcoholic beverages;
 - iii) Bad debts;
 - iv) Building and Land purchases, rental purchase, lease purchase, renovation;
 - v) Cash payments to intended recipients of Services;
 - vi) Expenses or reimbursements to or on behalf of related entities for allowable indirect costs;
 - vii) Expenses or costs reimbursed by other funds with respect to amounts paid by CSCD for services;
 - viii) Fines and Penalties;
 - ix) Fundraising;
 - x) Legislative expenses for payment to any elected official from funds received from CSCD;
 - xi) Lobbying;
 - xii) Payments to or on behalf of individuals related to principals of any affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from CSCD;
 - xiii) Tobacco products; and,
 - xiv) Firearms or ammunition.
- 6) Proposer shall identify its proposed staffing pattern for treatment service specified in the proposal. This will include:
 - a) number of full and/or part-time employees;
 - b) job classification;
 - c) job responsibilities during shift; and
 - d) staffing pattern for each day of the week.
- 7) Other information required from proposer by this RFP.
- 8) Proposer shall identify accounting processes including but not limited to the following:
 - a) Processes that allow for verification of rates;
 - b) Indirect cost rates or cost pooling;
 - c) Current billing processes (include software used); and,
 - d) Audit requirements of the organization.

Required Information

Specific information that details how the vendor will satisfy all the requirements set out in this RFP. Include, but do not limit to, describing eligibility criteria for clients, include any special client characteristics (i.e. level of intellectual

functioning, homeless, type of offense, etc.) as well as which clients would be ineligible (offense categories, criminal history, etc.). Proposers must include information on how they will avoid denial of services to persons covered under the Americans with Disabilities Act.

Program Operations Plan

1. Describe the experience your agency has in treating the criminal justice population. Include if you have served this department under previous contracts.
2. Describe all services provided, and specify if all services are provided to all referred clients.
3. Describe services, goals and objectives, including how an individualized client treatment plan is developed. Describe the elements of the treatment plans. Describe other types of treatment plans you will use.
4. Describe all clients' responsibilities while participating in treatment. Describe rules and regulation for client conduct to be implemented while residing in the Facility.
5. Specify requirements for residential treatment services:
 - a. Describe procedure and information necessary for an offender to be admitted to your facility.
 - b. Describe and specify any diagnostic assessments that will precede program services and/or treatment. Describe any post-program service and/or treatment assessment that will be conducted. Describe why these particular assessments will be utilized.
 - c. Describe how and in what time frame an individualized client treatment plan is developed.
 - d. Describe minimum/maximum lengths of program participation.
 - e. Describe how client progress is measured while participating in your program. What criteria are used to determine when to release a client early or request extensions?
 - f. Describe communication process and frequency of communication between facility staff and supervising community supervision officers (by telephone, written reports). Specify if communication process or frequency will vary during duration of service/treatment.
 - g. Describe client discharge/termination procedure (successful/unsuccessful) from your program. Include if certificates of completion will be provided and, if so, procedure to provide certificate to client and notification procedure to supervising community supervision officer.
 - h. Describe staff to client ratio. Describe client supervision procedures
 - i. Provide copies of all state licenses/certificate, including expiration and renewal dates.
 - j. Describe client files, format, frequency of entries, etc.

Program Performance Measures

Describe at minimum your system of program measures to include at least the following.

1. Outputs
 - a. Total Number Served;

- b. Total number of successful program completions;
 - c. Total number of days of treatment provided; and,
 - d. Other output measures.
- 2. Outcomes- To include immediate and long-term outcomes that are specific to the program / service.
- 3. Five outcomes will be required for residential treatment service.
 - a. Reduce recidivism (defined as a re-arrest for a new separate offense that is punishable by incarceration) (i.e. Class B Misdemeanors and up).
 - b. Decrease re-incarceration.
 - c. Increase positive community supervision outcomes in areas of 1.) Expiration 2.) Early Discharge 3.) Revocations.
 - d. Specific programmatic outcome (i.e. completion of program (successful), violation of program conditions or inappropriate placement (unsuccessful).
 - e. Reduce drug or alcohol use.
- 4. Describe any performance measures your program uses in accomplishing its goals.

Agency Evaluation Methods

- 1. Describe your plan for determining the degree to which output and outcome objectives are met and methods are followed.
- 2. Describe your plan for monitoring outputs and outcomes.
- 3. State who will monitor outputs and outcomes.
- 4. Describe how data will be gathered.
- 5. Describe test instruments or questionnaires that will be used.
- 6. Describe process of data analysis (if applicable).
- 7. Describe evaluation reports to be produced.
- 8. Describe the Management Information System (MIS) used for tracking clients in treatment and after discharge.
- 9. Describe results of your program evaluation data of your clients for the last three years.

Additional Information Required of Proposer

Each proposal shall contain the following information:

- 1. Name, title, and telephone number of proposer's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the CSCD and providing the proposer's response.
- 2. Business and employee information:
 - a) Names and addresses of proposer's principal officers, directors, or partners.
 - b) If an employee or officer is actively or previously on Community Supervision in the State of Texas, on Parole, or convicted of a felony offense in any state, please give name, address and basic employment information.

- c) A copy of proposer's most recent financial statement (i.e., monthly, quarterly) and most recent audited financial statement each to include corresponding balance sheet, income statement and statement of cash flow. Proposer must include an affidavit certifying that proposer is a duly qualified, capable and otherwise bondable business entity, that proposer is not in receivership or contemplates same, and has not filed for bankruptcy.
 - d) A brief biography and complete resume of the person or persons who will operate/manage the services provided by proposers.
 - e) Proposer's organizational chart.
- 3. The name and address of the proposer's insurance carrier(s), along with statement(s) from proposer's insurance carrier(s) that insurance as specified in this RFP is either in force or available upon proposer's request.
 - 4. Complete reference information for all public and private institutions or agencies to which the proposer provides or has provided similar services; specify date of service contracts and current rates for contracted services.
 - 5. Provide a list of any civil lawsuits filed or pending on or after January 1, 1987, which are against or on behalf of the proposer or of its employees in connection with their status and/or conduct as employees or any of its subcontractors in connection with their status and/or conduct as subcontractors.
 - 6. A list of any criminal cases (class B Misdemeanor or greater) filed or pending on or after January 1, 1987, in which the proposer or any of its employees in connection with their status and/ or conduct as employees or any of its subcontractors in connection with their status and/or conduct as subcontractors have been charged or convicted.
 - 7. Other organizational, biographical, or financial information deemed relevant by the proposer.
 - 8. Describe when treatment services could begin.
 - 9. Describe, in detail, additional services, such as job placement efforts and vocational training, which will be made available to residents as a part of the program requirements.

IV. After Proposals Are Opened

Proposal Evaluation Factors

The CSCD will consider many evaluation factors (of which cost is only one factor) and will receive proposals from all responsible applicants. The objective of the CSCD is to enter into a contract with the best applicant(s) at the best price. Weighted evaluation criteria, utilizing a numeric score, will be used to review the proposals. The review process may include an opportunity for a brief oral presentation by the proposer before the CSCD Review Committee. Proposal evaluation elements include but are not limited to the following:

- A. The proposed price per unit of service.
- B. The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- C. Completion of all aspects of this request for proposal.
- D. Bidder's qualifications: Experience / Licenses / Certifications of management and staff.

- E. Evidence of previous accomplishments in providing residential sex offender treatment services within the last five (5) years. Experience working with the target population.
- F. Proposed contractual terms and conditions. In considering the proposals, the CSCD reserves the right to select the acceptable applicant who offers contractual terms and conditions most favorable to the CSCD including price per day.
- G. Services activation and time frame dates.
- H. Proposer's program evaluation / monitoring procedures.
- I. Financial resources of the proposer.
- J. The review process may include an opportunity for a brief oral presentation by the proposer before the CSCD Review Committee. If necessary, oral presentations will be scheduled.

Evaluation Factors

CSCD will consider many evaluation factors and will receive proposals from all responsible applicants. The objective of the CSCD is to enter into a contract with an applicant that proposes the best services at the best price. A weighted evaluation, utilizing a numeric score, will be used to review the proposals. The review process may include an opportunity for a brief oral presentation by the proposer before the CSCD review committee. The evaluation factors are as follows:

FACTOR	SCORE
A. The thoroughness of the proposal and the extent to which the proposal indicates the minimum requirements for services will be met and the extent to which these requirements are exceeded.	15 points
B. Vendor's qualifications, including licenses and certifications, and documented experiences and accomplishments, in providing similar services to the target population since January 1, 2003.	25 points
C. Vendor's proposed self-evaluation/monitoring procedures.	10 points
D. Cost to CSCD for services.	35 points
E. Minority and Female Participation	<u>15 points</u>
1. Certified MBE/WBE Firm	(6 points)
2. Certified MBE/WBE Sub-contractors or Suppliers	(6 points)
3. EE01 Compliance	(3 points)
TOTAL POSSIBLE POINTS	100 points

Negotiation of Rate, Cost Justifications, and Contract Size

Will be based on TDCJ-CJAD notification of funding allocations to the CSCD.

Following the CSCD's Selections of Proposer(s)

The proposal submitted in response to this RFP becomes the **Operations Plan**. This document will be used in monitoring adequate provision of service. The proposer will enter into a written agreement for service, which in addition to the specifications included in this RFP will also include at least the following provisions:

A. Vendor is an Independent Contractor and Indemnification

1. The Vendor shall be an independent contractor and shall exercise all rights and privileges under this Agreement, as such, and in no way is Vendor or any of its agents, subcontractors, or employees to be considered officers, servants, or employees of the CSCD or Judicial District. The CSCD shall neither have nor exercise any control or direction over the employees, agents or subcontractors of Vendor.

2. Vendor shall indemnify, and holds harmless the CSCD, its offices, directors, employees and other staff, from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings, whether legal or administrative, and expenses, including but not limited to attorney fees, arising directly or indirectly out of any breach of agreement, misrepresentation, misconduct or negligence on the part of proposer or its employees, agents or subcontractors, whether such act of omission or commission results in liability which is wholly or partially that of the proposer.

B. Liability and Other Insurance Coverage

1. Proposer shall maintain liability insurance coverage and other necessary insurance coverage to address the indemnification requirements and to protect itself and the CSCD against all claims and/or actions including those by proposer's employees, agents or subcontractors, and those by others. Proposers shall maintain liability insurance and other insurance coverage in full force and effect to protect itself and the CSCD against all claims and/or actions including, but not limited to, those relating to:
 - a) Worker's compensation, disability benefits and other employee benefits;
 - b) Bodily injury, occupational sickness or disease or death of proposer's employees;
 - c) Bodily injury, sickness, disease or death of any person other than proposer's employees;
 - d) Damage to or destruction of tangible property including subsequent losses resulting there from;
 - e) Violation of Civil Rights.
2. Proposer shall deliver or have delivered to the CSCD certificate(s) and or policy(ies) of insurance upon execution of a contract. Any updates on certificate(s) and/or policies must also be delivered to the CSCD.
3. Proposer's compliance with the above insurance requirements shall not relieve proposer from any liability.

C. Non-Discrimination

1. In the performance of any agreement between the CSCD and proposer, proposer warrants that it will not discriminate against any employee or subcontractor on account of race, sex, religious creed, age, national origin or handicap. Furthermore, proposer agrees not to discriminate against any client or the CSCD referred defendants on account of race, color, religious creed, ancestry, age, national origin, or mental and physical disability. With respect to non-discrimination and equal opportunity, all notices, advertisements and solicitation placed by proposer will be in accordance with federal law, rules or regulations.
2. Proposer shall include the provisions of the foregoing paragraph regarding non discrimination and equal opportunity in each of its agreements with subcontractors so that such provisions will be binding upon each subcontractor.

D. Compensation to Proposer

1. Proposer shall deliver a monthly invoice to the CSCD immediately following each month of service. The bill must be received by the CSCD by the 10th working day of the month for processing. Proposer shall include with its invoice, a list that includes the identity of each offender served and the services provided. The Dallas County Fiscal Officer will make payment to proposer. Electronic filing bills may be required.
2. The proposer must maintain a signature log of all face to face contacts with the client. The log must contain what service was performed, the time, date, and be signed by the counselor and the client.

3. The CSCD reserves the right to withhold payment to proposer or to require proposer to return payments received from the CSCD in the event proposer's performance does not comply with the provisions of the subsequent Agreement or does not comply with applicable CSCD, TDCJ-CJAD standards, regulations or policies. Proposer agrees to return any unearned amounts paid by the CSCD within thirty (30) days following the final date of the contract period, or at the CSCD's option, within thirty (30) days following the CSCD's delivery to proposer of a notice to proposer that amounts paid are to be returned to the CSCD.

E. Restriction Regarding CSCD Employees and Agents

It is understood that the employees of the CSCD or individuals acting as agents of the CSCD are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity, or gift for services provided under this Agreement. Proposer warrants that no employee or agent of the CSCD has been or will be retained to solicit or secure this Agreement and that proposer has not paid or agreed to pay and will not pay or agree to pay any employee or agent of the CSCD any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this agreement with the CSCD or as an inducement for entering into any agreement with the CSCD. The unauthorized offering or receipt of such payments may result in the immediate termination of any current and future agreement.

F. Access to Records and Information

Proposer agrees to furnish to CSCD and/or the Texas Department of Criminal Justice (TDCJ) such information as may be requested which relates to the services proposer provides. Proposer shall permit CSCD and/or TDCJ to audit/inspect records and reports, review services and/or evaluate the performance of these services at any time. Proposer shall provide reasonable access to all the records, books, reports and other necessary data and information needed to accomplish reviews of program activities, services and expenditures.

G. Termination

Either party may terminate the proposed agreement without cause with thirty (30) days written notice to the other party. Such notice of termination will be by registered or certified mail, return receipt requested and will be deemed given upon receipt of such notice by the other party.

H. Any Agreement Subject to Availability of Funds

Any proposed agreement will be subject to the availability of funds as appropriate by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this agreement shall be subject to immediate modification, reduction or termination. Notwithstanding anything to the contrary within this agreement, if at any time during the term of this agreement, TDCJ-CJAD fails to provide funding for this program for the following fiscal year this agreement is terminated without any further liability, effective as of the earlier of: 1) the last day of the current fiscal year of the CSCD, or 2) thirty (30) days after CSCD notifies proposer in writing of such failure to fund and of the need to terminate the Agreement.

I. Severability

If any provision is found to be invalid, the remaining provisions shall nevertheless remain in effect. Each paragraph and provision of any Agreement between the CSCD and the proposer shall be severable from the entire Agreement.

J. Governing Law

The laws of the State of Texas shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply.

K. Texas DSHS (formally TACADA) Counselor, Program, and Facility Licensure and Rules

All services offered under this contract will be according to and in compliance with Texas DSHS rules for provision of that **service level as of September 1, 2004** and subsequent amendments. Go to website www.dshs.state.tx.us for required Texas DSHS rules. This includes facility, counselor, training institute status, and programming. The contractor shall disclose to CSCD all complaints filed with Texas DSHS against the program for Texas DSHS rules violations during the contract period. The disclosure shall take place within ten (10) days of notification by Texas DSHS in writing and must include complainant, nature of complaint, and contractors proposed response.

L. Residential Services Billed According to Midnight Strength Rule

Residential programs will bill CSCD for clients according to the Midnight Strength Report. Midnight Strength Report means the official numerical count of the number of Defendants who are residents present at the Facility at the end of each day calculated at 12:00 midnight. That, number shall not include any defendants who were previously removed on that day unless any such Defendant is on a temporary leave for less than forty-eight (48) hours, in which case they shall be included.

M. Performance Measures

The proposer will document performance measures and evaluation criteria submitted as the **Operations Plan**. The CSCD can negotiate with the proposer during the term of the contract to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

V. **Fiscal Year 2008 Ceiling Rates**

The TDCJ-CJAD approved statewide ceiling rates for adult offenders placed on Community Supervision were:

<u>Type of Service</u>	<u>Unit</u>	<u>Rate</u>
Residential	Bed/Day	\$30.00

APPENDIX I

COMMUNITY CORRECTIONS FACILITIES OR CONTRACT RESIDENTIAL PROGRAMS

Vendor Budget Form Instructions FY2008

TDCJ-CJAD will review requests for residential facilities and contract residential placements to be operated from the CSCDs' Basic Supervision, Community Corrections Program (CCP), Diversion Program (DP), and Treatment Alternatives to Incarceration (TAIP) funds. As a part of TDCJ-CJADs' funding process, vendor budgets will be reviewed to establish an allowable funding rate (e.g., bed-days) for facility operations and contracted placements. The TDCJ-CJAD approved vendor budget will become a part of the contract (as a binding attachment) between the CSCD and the vendor. Proper completion of the attached budget forms is imperative to establish a rate per unit and, thus, to receive funding. Please follow the instructions to facilitate the assignment of rates.

General Information:

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

OR,

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

Expenditure Lines

1) Personnel Salaries:

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

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

2) Personnel Fringe Benefits:

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

3) Personnel Training:

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

4) Personnel Travel:

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

5) Equipment:

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

6) Transportation:

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

7) Consumable Supplies:

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

8) Other:

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

9) Facility:

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

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

REQUIRED ATTACHMENTS:

1. Depreciation schedule for any equipment items or building that are budgeted in this program budget.
2. "Use allowance" documentation applicable for equipment or buildings if included in this budget.
3. **Either:**
 - Indirect and/or overhead cost allocation plan, including explanation of allocation method, expenditure items included, total indirect and/or overhead amount to be allocated to all of vendor's programs, number of vendor programs to which allocated, and percentage allocated to the CSCD's program;
 - OR,**
 - A certified statement (or copy of approval letter) that the vendor's allocation plan has been approved by another state or federal agency.

UNALLOWABLE COSTS

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

- Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;
- Alcoholic beverages;
- Bad debts;
- Building or Land purchase, rental-purchase, lease-purchase, renovation;
- Cash payments to intended recipients of services;
- Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology;
- Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;
- Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by CSCD for vendor services;
- Fines and Penalties;
- Firearms, Firearm components, and Ammunition;

- Fundraising; Marketing; and Advertising (Advertising is allowable only for personnel vacancies or procurement of goods and services only);
- Legislative expenses or payment to any elected official from funds received from the CSCD;
- Lobbying;
- Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and
- Tobacco Products.

Request for Funding

FISCAL YEAR _____

VENDOR NAME (Name as Incorporated) _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

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

CONTACT PERSON _____ TITLE _____ TELEPHONE _____

BUSINESS FORM (Check applicable):

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

State where incorporated _____ Date of Incorporation _____

TYPE OF RESIDENTIAL FACILITY: _____

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

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

Facility Name: _____ Location: _____ Male Beds: _____ Female Beds: _____

INSURANCE PROVIDER: _____

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

Signature of Authorized Official _____ Title _____ Date _____

Summary Budget for Purchase of Services

FISCAL YEAR _____

Vendor/Contractor: _____

City: _____

Contract Period: _____

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

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

Cost Per Unit:

Show Computation:

BUDGET JUSTIFICATION

1. Personnel Salaries

Vendor:

Personnel--Salaries

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

Note: Use as many additional pages as needed

BUDGET JUSTIFICATION

2. Personnel Fringe Benefits

Vendor:

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

BUDGET JUSTIFICATION

3. Personnel Training

Vendor:

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

4. Personnel Travel

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

BUDGET JUSTIFICATION

5. Equipment

Vendor:

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

6. Transportation

Vendor: _____

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

BUDGET JUSTIFICATION

7. Consumable Supplies

Vendor:

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

BUDGET JUSTIFICATION

8. Other

Vendor:

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

BUDGET JUSTIFICATION

9. FACILITY COSTS

Vendor:

Purpose (List All Facility Costs with Brief Description)	Total
	\$
TOTAL FACILITY COSTS	\$

APPENDIX II

OPERATIONS AGREEMENT FOR COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

INSTRUCTIONS FOR OFFENDER “TREATMENT” SERVICES CONTRACTS (OTHER THAN SUBSTANCE ABUSE)

It is recommended that CSCDs use the standard treatment clauses in this section of the manual for all contracts with vendors who provide direct treatment services to offenders. However, for offender treatment services contracts (other than substance abuse) that are less than \$25,000, CSCDs may use the abbreviated clauses (Group 4 services) in Section IX which are designed for non-treatment services.

For identified treatment services over \$25,000 per vendor per year, the CSCD must use all clauses listed in **Article II through Article VIII** exactly as written. Although it is strongly recommended that the CSCD use all those clauses in Article I that are pertinent to the CSCD’s specific program, the CSCD has the option to choose those clauses deemed necessary for the CSCD’s program. Although highly recommended, written contracts for offender treatment services amounting to less than \$5,000 per year per vendor (where the total amount for that service is less than \$25,000) are not required by TDCJ-CJAD. Such services may be secured through a purchase order or other means deemed appropriate.

Performance measures are required for every offender service contract **over \$25,000**. The CSCD must develop specific performance measures in Article I to fit the program. For contracts **over \$100,000**, the vendor operational plan (response to the ITB or RFP) must be attached.

Group 3 Services (“Treatment” Services—Non-Substance Abuse). The following services are identified as “treatment” services for which the following Articles II–VIII clauses in this section of the manual apply:

- Mental Health Services (except for local MHMR departments for which an interlocal agreement can be used)
- Residential Services
- Operation of a Community Corrections Facility (CCF)
- Outpatient Counseling—Group and Individual (including, but not limited to, psychological, emotional, violent behavior, sex offender, family)

For questions regarding types of treatment services not listed, contact the TDCJ-CJAD budget director.

**SERVICES
OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND**

CORRECTIONS DEPARTMENT

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

_____("VENDOR")

Address

City, State, Zip

as of the _____ day of _____, 199__.

WITNESSETH:

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

APPOINTMENT OF VENDOR; TERM

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

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

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

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed _____ for September 1, _____, through August 31, _____. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

(TO BE FILLED IN BY CSCD)

1.2 Sole Source Provider. This VENDOR has been duly certified in an open meeting and reflected in the meeting minutes as a sole source provider. **(THIS CLAUSE IS REQUIRED ONLY FOR SOLE SOURCE PROVIDERS.)**

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

(TO BE FILLED IN BY CSCD)

1.4 Operational Plan. The proposal submitted in response to the ITB or RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited. **(THIS CLAUSE IS REQUIRED FOR ALL CONTRACTS OVER \$100,000 UNLESS VENDOR HAS BEEN CERTIFIED AS A SOLE SOURCE PROVIDER.)**

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

(TO BE DEVELOPED AND FILLED IN BY CSCD – MUST BE IN EVERY CONTRACT OVER \$25,000 PER VENDOR.)

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

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

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

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

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

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

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

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

1.11 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings. **(THE CSCD SHOULD SPECIFY THE AMOUNT AND NUMBER OF "NO-SHOWS" FOR WHICH THEY ARE WILLING TO PAY AND INCLUDE HERE.)**

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

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

1.14 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto.

1.15 Coordination with DEPARTMENT. VENDOR shall coordinate the following tasks with the DEPARTMENT:

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

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

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

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

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

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

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

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

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

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

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

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

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

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

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

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

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

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

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

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

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

VENDOR – means "Name of provider."

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

1.17 AND 1.18 ARE REQUIRED FOR VENDORS OPERATING A COMMUNITY CORRECTIONS FACILITY (CCF) FOR THE DEPARTMENT:

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

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

1.19 Other: **(Specific Department/Program Requirements)**
ALL OF THE FOLLOWING CLAUSES ARE REQUIRED:

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

ARTICLE III GENERAL CONDITIONS

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

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

3.3 Duties and Obligations. VENDOR shall provide the Services at the Facility(ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.

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

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

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

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

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

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

**ARTICLE IV
ADMINISTRATION AND FISCAL SYSTEM**

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

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

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the 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 related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

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

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

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

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

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

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

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

- 4.11 Discharges for Defendant Absence. Defendants on furlough or authorized absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.
- 4.12 Residential Services Billed According to Midnight Strength Rule: Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report.
- 4.13 Peer or Group-Controlled meetings. The VENDOR shall not, under any circumstances, bill the DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment/counseling session requirements set forth herein.
- 4.14 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 I herein.
- 4.15 Equipment. Title to any equipment purchased in excess of \$1,000.00 per unit cost (e.g., keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable. Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ.
- 4.16 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.
- 4.17 Other Revenues for Additional Services. VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A.
- 4.18 Other Revenue for Proposed Services. The prices quoted in this AGREEMENT are the full cost of treatment or service provision. Any fees, food stamps, or other revenues collected on behalf of the Defendant for client services provided for in this AGREEMENT must be used to reduce cost per unit of service per Defendant under this AGREEMENT.

ARTICLE V
DEFAULT AND TERMINATION

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

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (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
- 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 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

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

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

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

ARTICLE VI INSURANCE AND INDEMNIFICATION

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

- A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
 - 1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
 - 3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
 - 4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;
 - 5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6. Claims for damages based on violations of civil rights;
 - 7. Claims for damages arising from fire and lightning and other casualties.
- B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
- C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.
- D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

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

ARTICLE VII INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VIII MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

Executed in _____ County, Texas by

DEPARTMENT: _____
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

OPTIONAL:
ADMINISTRATIVE DISTRICT JUDGE: _____

JUDICIAL DISTRICT: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A
Vendor Operational Plan
(Required for Contracts with Each Vendor Over \$100,000)

EXHIBIT B
Monthly Invoice Form

EXHIBIT C

Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

APPENDIX III

**SEMI-ANNUAL EXPENDITURE REPORT FOR COMMUNITY CORRECTIONS
FACILITIES VENDORS**

FISCAL YEAR _____

Vendor/Contractor: _____

Address: _____

Phone: _____ FAX: _____

Six-Month Expenditure Period: _____

CSCD: _____ Program: _____

REVENUE CATEGORY	6-MONTH AMOUNT
Grant Revenue (from CSCD)	\$
Program-Generated Revenue	\$
SIX-MONTH TOTAL	\$

EXPENDITURE CATEGORY	6-MONTH AMOUNT
Personnel – Salaries	\$
Personnel – Fringe Benefits	\$
Personnel – Training	\$
Personnel – Travel	\$
Equipment	\$
Transportation	\$
Consumable Supplies	\$
Other	\$
Facility	\$
SIX-MONTH TOTAL	\$

Signature of Authorized Official

Title

Date

Submit by March 31 and September 30 to CSCD and to: TDCJ-CJAD, P.O. Box 12427, Capitol Station, Austin, TX 78711

APPENDIX IV

HIV Standards

A. HIV Counseling and Education.

VENDOR shall: 1) provide information to staff and Defendants 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 defendants 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 Confidentiality 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 Defendants, 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.



**DALLAS COUNTY
M/WBE SPECIFICATIONS**

**Leffie T. Crawford, Minority Business Officer
Minority & Women Business Enterprises
Email: ltcrawford@dallascounty.org
214.653.6018 (office)
214.653.7449 (fax)**

MINORITY/WOMAN BUSINESS SPECIFICATIONS

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. REQUIREMENT OF ALL BIDDERS/PROPSERS: Each firm responding to this solicitation shall be required to submit with their bid/proposal information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

- ☐ 1. Compliance with Dallas County's Good Faith Effort Policy
- ☐ 2. MBE/WBE Participation Report Form
- ☐ 3. A Letter of Assurance A or a Letter of Assurance B
- ☐ 4. MBE/WBE Identification
- ☐ 5. Vendor Statistical Report (must **also** be submitted on subcontractors with 20% or more of the work)
- ☐ 6. Dallas County M/WBE Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women- owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

[1.] GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder/proposer does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

[2.] MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER

PROJECT TITLE

Total Amount of Your Bid/Proposal \$
(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

Name of MBE/WBE	NCTRCA* Certification #	Phone #	S / M**	Description of Work	Amount	%

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

☐ No MBE/WBE's Added: Please Explain:

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS:

ADDRESS:

PHONE#

()

Printed Name Of Preparer

Signature

Title

Date

Minority/Woman Business Specification

[3.]
LETTERS OF ASSURANCE

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County's Minority and Woman-Owned Business Involvement Policy in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Name of Company Signature Title (Officer of firm) Date

(Complete this section only if you're planning to use the services of an NCTRCA certified vendor)

or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

☐ with our own work forces, and submit information sufficient to demonstrated that it is your normal business practice to do so.

or

☐ without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name of Company Signature Title (Officer of firm) Date

(Complete this section only if you're not planning to use the services of an NCTRCA certified vendor)

NOTE: Each bidder/proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

=====

[4.]

PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

☐ is, ☐ is not a minority-owned business, **NCTRCA* #** _____

Woman Business Enterprise (WBE) - The bidder/proposer represents that it:

☐ is, ☐ is not a woman-owned business, **NCTRCA* #** _____

***NCTRCA = North Central Texas Regional Certification Agency**

**DALLAS COUNTY**

[5.] Vendor Statistical Report
(prime/subs performing >19% of initiative)

Permanent Full-Time Employment
(not part time/temp/seasonal)

COMPANY NAME:

ADDRESS:

TELEPHONE:

MALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
TOTAL							
Formal On-The-Job Trainees							
White Collar							
Production							
FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
TOTAL							
Formal On-The-Job Trainees							
White Collar							
Production							
TOTAL							
CHECK ONE :		Minority-Owned Firm Certification #	Issued by NCTRCA	Signature/Date:			
		Woman-Owned Firm Certification #	Issued by NCTRCA	Typed Name and Title:			
		Non-Minority-Owned Firm Certification #					

DESCRIPTION OF JOB CATEGORIES

Officials and Managers - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. *Includes:* officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. *Includes:* accountants/auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel/labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. *Includes:* computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling. *Includes:* advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical - Includes clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. *Includes:* bookkeepers, collectors (bills/accounts), messengers, office helpers, office machine operators (incl.computer), shipping/receiving clerks, stenographers, typists, secretaries, telegraph/telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. *Includes:* building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, tailoress, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. *Includes:* apprentices (auto mechanics, plumbers bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers, meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. *Includes:* garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. *Includes:* attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-Job Trainees:

Production - Persons engaged in formal training for craft worker -- when not trained under apprentice programs -- operative, laborer and service occupations.

White Collar - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

[6.] DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number

Project Title

Invoice #

Work Order Date

Job #

Prime/General Contractor: _____

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Note:

*This form must be completed and submitted with each payment request.
Any (significant) deviation from planned should include attached explanation*

=====

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director

Signature of Officer/Director

Date

Dallas County Project Manager

Date

W-9

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date