



**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**

Bid/RFP No. 2009-083-4425

**Request for Proposal for Residential Substance Abuse Treatment Services at the Dallas County Judicial Treatment Facility 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 #2009-083-4425

REQUEST FOR PROPOSAL FOR  
RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES AT THE  
DALLAS COUNTY JUDICIAL TREATMENT FACILITY FOR  
DALLAS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

REQUEST FOR PROPOSAL DUE  
*JUNE 29, 2009 @ 2:00 P.M.*

DALLAS COUNTY PURCHASING DEPARTMENT  
ATTN: Gloria Torres  
509 Main Street, 6<sup>TH</sup> Floor, Room 623  
Dallas, Texas 75202

PRE-PROPOSAL CONFERENCE WILL BE HELD ON

June 18, 2009 @ 1:00 p.m.

AT THE  
DALLAS COUNTY JUDICIAL TREATMENT FACILITY  
200 Greene Road, Wilmer, Texas, 75172  
(Sign in at front desk)

## NOTICE TO ALL BIDDERS

### COMMUNICATIONS REGARDING THE RFQ

All questions regarding this RFP are to be submitted, in writing, to Gloria Torres, Purchasing Department, via e-mail to [gtrtorres@dallascounty.org](mailto:gtrtorres@dallascounty.org) or by fax to (214) 653-7449 or via mail to Dallas County Purchasing, 509 Main Street, Room 623 Dallas, Texas, 75202.

All questions, comments and requests for clarification must reference the RFP number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**Initial questions** are to be submitted, in writing, by 2:00 p.m. (CDT), Monday, June 15, 2009. Staff will attempt to answer these questions during the pre-proposal conference.

Firms will be required to submit, in writing, any **additional questions** presented at the pre-proposal and/or after the conference. Any/all additional questions must be received by 2 p.m. (CDT), June 19, 2009. All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the June 19, 2009 deadline date.

All addendums and/or any other correspondence (general information, question and responses) to this RFP will be made available exclusively through the Dallas County website for retrieval. Vendors are solely responsible for frequently checking this website for updates to this RFP. Addendums to this RFP can be located at the following web address: <http://www.dallascounty.org/departments/purchasing/currentbids.html> (go to the appropriate RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

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**REQUEST FOR PROPOSALS NO. 2009-083-4425**

Please read this entire document carefully and follow all instructions. You are responsible for fulfilling all requirements and specifications.

**I. Purpose of the Request for Proposal (RFP)**

The Dallas County Community Supervision and Corrections Department (hereinafter called CSCD), a political entity of the Judicial District, is seeking a contractor to provide residential substance abuse and related services to individuals that have been court ordered into said treatment as a condition of community supervision. Services are to be delivered at the Judicial Treatment Facility (hereinafter called JTC) located at 200 Greene Road, Wilmer, Texas, 75172. At present there are two separate companies operating at this location.

**A. The Dual Diagnosis Program (DDC) operated by ADAPT INC.**

This is a 60 bed program that provides treatment to person with substance abuse and mental health issues. This program is operated by Adapt of Texas and is not part of this RFP. Adapt of Texas has a contract with Cornell Corporation (the current contractor of the Residential Substance Abuse Treatment Services Program) for Cornell to provide meals, security and use certain common areas located within JTC.

**B. Judicial Treatment Center Program (JTC) operated by Cornell Companies INC.**

The JTC program is conducted in 6 of buildings located within the 33 acre Wilmer complex. The JTC program is completely separate from the Dual Diagnosis Program. The main building houses the administrative offices, classrooms, CSCD offices and the cafeteria including the kitchen. Another building contains five housing units and the security offices. The JTC program also occupies two cottages, the gymnasium, and the workshop. A layout of the Facility is attached in Appendix I.

The JTC program has been in operation since October 1991. CSCD leases the Facility from Dallas County. The County assigns maintenance personnel to maintain the buildings (electrical issues, windows, doors, roofs, walls, flooring, etc.) exterminate the buildings and grounds, perform plumbing repairs, and correct problems with air conditioning/heating systems. As a part of the agreement the County, also provides maintenance and pays for the replacement of certain fixed pieces of equipment, such as air conditioning/heating units, clothes washers and dryers, dishwashers, stoves, food lockers, and similar items. Maintenance and replacement issues remain subject to review by the County to determine, among other things, any negligence on the part of the contractor as well as general wear and tear of the items in need of repair or replacement.

**Qualifications to Submit a Proposal**

**Proposers must have a minimum of five (5) years of experience providing and operating similar Residential Substance Abuse Treatment Services at facilities with at least 50 beds.** Contractor(s) must have adequate financial resources, insurance, and legal authority to contract for and furnish the residential treatment services at issue. Contractor(s) and any employed staff must also have all appropriate and applicable facility, program, and individual licenses and credentials issued by the Texas Department of State Health Services ("Texas DSHS"), formerly TCADA; and in addition, Contractor(s) and any employed staff must be otherwise legally qualified to perform the subject substance abuse treatment and other services prior to the submission of a proposal.

If a Contractor is selected under this RFP, CSCD reserves the right to negotiate with the Contractor for other levels of service and treatment during the contract period. Negotiations are 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) Contractor 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.

## Required Residential Treatment Services

Proposals must include detailed programming plans and proposed curriculum for each of the programs listed below. Proposals should include a detailed description of the proposed clinical curriculum. The curriculum should be cognitive based and should address criminogenic needs (e.g. Criminal Thinking). Examples of such programs include the Milkman's Strategies for Self-Improvement and Change Curriculum (SSIC) and Moral Reconciliation Therapy (MRT). Proposals must include a plan of how the proposed curriculum will be integrated into the modified therapeutic community or other programming. Services such as anger management may also be included in treatment plan to the extent they are inclusive in a residential substance abuse program and relate to the specific issues of the population being served.

The selected contractor shall operate, maintain and manage the Facility and the treatment programs in compliance with applicable Federal and State Constitutional requirements, laws, court orders, and American Corrections Association, TDCJ-CJAD and Texas DSHS standards.

Program	Number of beds	Gender	Length of Stay	Description
Supportive Residential	28	Females	Varies	Program provides supportive residential treatment services to clients waiting admission to the Dual Diagnosis program operated by Adapt of Texas.
Intensive Residential (Relapse)	48	Males	90 days	Treatment for clients who have had prior treatment, but have relapsed back into their addictive cycle.
Intensive Residential (Relapse)	20	Females	90 days	Treatment for clients who have had prior treatment, but have relapsed back into their addictive cycle.
Intensive Residential	38	Males	45 Days	Intensive Residential services
Intensive Residential	106	Males	180 Days	Intensive Residential services for 120 days with a step down to supportive residential for the last 60 days.
Intensive Residential	70	Females	180 Days	Intensive Residential services for 120 days with a step down to supportive residential for the last 60 days.

**Funding for the JTC program is solely dependent on state allocations. CSCD reserves the right to modify the number of beds or type of program based on appropriations from the State of Texas and the needs of the department.**

CSCD retains control over the offenders referred to agencies for the provision of residential substance abuse treatment. 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.

### **Mandatory Requirements For Intensive Residential Services (\$448.903 of DSHS Standards).**

- (a) Residential treatment provides 24-hour per day, 7 days per week multidisciplinary professional clinical support to facilitate recovery from addiction. Clients are housed in a residential site. Comprehensive chemical dependency treatment services offer a structured therapeutic environment.
- (b) The facility shall ensure access to the full continuum of treatment services and will ensure sufficient treatment intensity to achieve treatment plan goals. Intensity and content of treatment shall be appropriate to the client's needs and consistent with generally accepted placement guidelines and standards of care.

- (c) Each individual admitted to intensive residential services shall be appropriate for this treatment setting, with written justification to support the admission.
- (d) Intensive residential shall provide an average of at least 30 hours of services per week for each client, comprised of at least:
  - (1) ten hours of chemical dependency counseling, (one hour of which shall be individual counseling);
  - (2) ten hours of additional counseling, chemical dependency education, life skills training, relapse prevention education; and
  - (3) ten hours of planned, structured activities monitored by staff. Five hours of these services shall occur on weekends and evenings.
- (e) In adult intensive residential programs, the direct care staff-to-client ratio shall be at least 1:16 when clients are awake and 1:32 during sleeping hours.
- (f) In intensive residential programs counselor caseloads shall not exceed ten clients for each counselor.
- (g) In addition to the above requirements the contractor shall take at least (4) four urine screens per client while in the Intensive Residential Programs. If the client leaves the facility a urine screen is to be taken upon return to the facility.
- (h) Contractor will also be required to provide weekly progress reports for all clients to CSCD officers for review of progress in the program.
  - (i) Any extensions of client's days will have to be staffed with the treatment team and approved by the Manager of the Comprehensive Assessment & Treatment Services (CATS) or the CSCD Supervisor.
  - (ii) Discharge summaries will be submitted within three (3) business days from the day of discharge.
  - (iii) After care and placement after program completion will require a treatment team decision which will include a CSCD staff member.

**Mandatory Requirements For Supportive Residential Services (§448.903 of DSHS Standards).**

- (a) Supportive residential shall provide at least six hours of treatment services per week for each client, comprised of at least:
  - (1) three hours of chemical dependency counseling (one hour per month of which shall be individual counseling); and
  - (2) three hours of additional counseling, chemical dependency education, life skills training, and relapse prevention education.
- (b) In adult supportive residential programs, the direct care staff-to-client ratio shall be at least 1:20 when clients are awake and 1:50 during sleeping hours.
- (c) Each supportive residential program shall set limits on caseload size that ensure effective, individualized treatment. The program shall justify the caseload size in writing based on the program design, characteristics and needs of the population served, and any other relevant factors.

## Substance Abuse Treatment Aftercare Program (STAC)

The aftercare component of the JTC program will be the responsibility of the Dallas County CSCD. CSCD will provide all of the necessary the programming and staff for the aftercare components of the JTC substance abuse treatment programs.

### Fiscal Requirements

The fiscal year for the CSCD runs from September 1 until August 31 of each year. Funding for residential treatment beds is provided by the State of Texas. Contractor(s) should not assume these funds would be available for the entire length of the proposed contract period. Additionally, the State attaches certain special conditions as to how the funds may be expended under the Uniform Grant Management Standards

During FY 2009 the JTC program served an average of 240 residents (ADP) on a given day. The following chart shows actual CSCD expenditures for residential treatment services at the Facility for fiscal years 2006 through 2008.

	FY2006	FY2007	FY2008
<b>CSCD Expenditures</b>	\$5,170,555	\$4,950,440	\$5,094,210
<b>Current Per Diem</b>	<b>Intensive Residential</b> \$52.00		<b>Supportive Residential</b> \$30.03

The responding contractors will be required to submit budgets to support the treatment costs proposed. The CSCD will submit the budgets to our regulatory agency in Austin, the Texas Department of Criminal Justice-Community Justice Assistance Division (CJAD), for their scrutiny and ultimate approval. CSCD reserves the right to require contractors to submit additional documentation to clarify or answer requests made by CJAD and or CSCD. Copies of the Contractor Budget Forms and instructions are included in Exhibit G. The selected contractor will be required to submit semi-annual expenditure reports to the State and CSCD; in Exhibit H a copy of which is also attached.

Any contract offered from this RFP would be based on a PER CLIENT PER DIEM. Cost justification must be provided for each program as detailed in the required services section. Contractor 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.

CSCD is requesting proposals for residential substance abuse services, at Texas DSHS intensive residential services and supportive residential services for offenders in Dallas County.

Contractor(s) 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 rate allocation or cost pooling.

Contractor(s) will follow all U.S. Office of Management and Budget Circulars as applicable.

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. Contractor(s) may be required to submit billing electronically on software provided by TDCJ-CJAD. Contractor(s) will provide sufficient data to enable the CSCD to verify contractor services.

Other Revenue for Proposed Services. The prices quoted in this AGREEMENT are the full cost of treatment for the proposed services after accounting for any other sources of revenue (including client participant fees) available to the contractor from public or private sources. Any fees, food stamps, or other revenues collected on behalf of the offender must be deducted from the total billable amount to the CSCD if the contractor is offered a contract.

## Contract Period

Selected contractor will be awarded a twelve (12) month contract effective September 1, 2009, through August 31, 2010. **Prices must be firm for the entire contract term.** 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). This Contract is 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 for five (5) additional one (1) year periods, beginning September 1, 2010, provided mutual consent is given by all parties. If the CSCD exercises this option, the contractor shall update the initial solicitation, including the budget information, no later than thirty (30) calendar days prior to the commencement of the renewal.

## Authority

The Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) establishes, sets standards, and funds Community Supervision and Corrections Departments (CSCD). The CSCD may contract for the provision of residential treatment 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.

## Contractual Obligations

In preparing a proposal, the proposer should consider the following delineation of responsibilities: if a service area is included as a responsibility of the proposer, it should be represented in the program and cost proposal submitted. If an area of service is not included in the list of responsibilities, the proposer should assume that function is a responsibility of the proposer and price it accordingly.

## Responsibilities of the Contractor

1. Contractor shall possess, and thereafter maintain, a certification, issued by the Texas Department of State Health Services (Texas DSHS), formerly TCADA, to operate a residential substance abuse treatment facility.
2. Contractor must obtain and maintain any local health code licensure. CSCD requires the contractor to comply with all applicable Federal, state, and local standards necessary to operate a facility like the one described in this RFP. Further, they are to disclose any pending allegations being investigated by the regulatory agency and are obligated to inform the CSCD if such investigation is initiated after the contract award.
3. Provide all necessary personnel, equipment materials, supplies, and services (except as may be furnished by the CSCD as specified in Exhibit G of this RFP).

4. Do all things necessary for, or incidental to, the provision of the residential substance abuse treatment services listed in this RFP. Contractor(s) are expected to follow all guidelines, rules, and regulations outlined by Texas DSHS.
5. Actively involve residential supervision officers in the management of clients through both written and verbal communication regarding clients' participation in residential treatment.
6. Programmatic Services. The contractor is responsible for providing and coordinating all programmatic services (counseling, vocational education, community resources) described in their proposal.
7. Meals. The contractor will need to provide staff for the preparation of all meals. This responsibility includes preparing and serving the meals, clean-up, and garbage removal from the facility. All personnel handling food will do so in accordance with guidelines established by the Texas Department of Health.
8. Utilities. All utility operating expenses such as electricity, water, and sewage will be provided by the contractor.
9. Lawn Maintenance. Contractor will be responsible for all maintenance associated with grounds & lawn care.
10. Maintenance. The contractor is responsible for reporting any maintenance concerns to Dallas County's on-site personnel.
11. Transportation. All emergency medical and incidental transportation is the responsibility of the contractor. The contractor is responsible for transporting clients (assigned to the post-adjudication programs) to and from any court proceedings they are required to attend while they are at the facilities.
12. Equipment and furnishings. The contractor is responsible for the purchase and cost of all equipment and furnishings for operations of the facilities not provided by Dallas County.

When initially opened, CSCD equipped the Facility with kitchen equipment, dishes, pots, pans, furniture, linens, towels, and other equipment and supplies necessary to operate a residential facility. In recent years, funding has been reduced and the responsibility to supply and replace these items has fallen on the contractor. Attached is a copy of the CSCD and Dallas County inventories, which indicates the remaining items initially and subsequently purchased with State or County funds. Also attached is an inventory of the items purchased and supplied by the current contractor. **The selected contractor shall be required to furnish and/or replace the non-State purchased items listed on the contractor inventory within 30 days of the bid award.** Replacement items are to be at least comparable in quality and design of the existing items.

13. Supplies. Consumable supplies (office supplies, program supplies, detention supplies, recreation supplies) are the responsibility of the contractor.
14. Telephone. The current telephone system is owned by the current contractor. Selected contractor will need to install a telephone system at their own expense.
15. Vehicles. Any vehicles needed for the facilities are the responsibility of the contractor, including all maintenance, repairs, and gasoline associated with the vehicle. Only licensed drivers with proper insurance will transport clients.
16. Custodial Services. The contractor has the responsibility of providing and paying for basic custodial care such as sweeping, dusting, emptying waste baskets, collecting recycled paper and cleaning restrooms and offices. The contractor is responsible for daily removal of all collected trash and garbage from the facilities to a dumpster located on-site.

17. **Medical Services.** The contractor should include the cost and explanation of any medical services that will be provided inside the facilities as required by TCADA and CJAD standards. The facilities include a small medical station. The current contractor does employ licensed vocational nurses on a full time basis and a psychologist on a part time basis to meet any temporary medical and mental needs of the clients housed there. Clients required to see a medical doctor are currently referred to the Dallas County Hospital Parkland.
18. Contractor shall be responsible for providing proof of insurance (professional liability, as well) for its staff, the Facility and its contents. The contractor shall provide and properly maintain vehicles to transport residents and/or staff. The contractor shall be responsible to secure and maintain automobile liability insurance on such vehicles at all times.
19. **Staff Hiring and Training.** The contractor will be solely responsible for hiring and training all staff who will be working in the facilities (exclusive of staff provided by CSCD and Dallas County). Staff must meet the minimum qualifications as set forth by the TCADA standards and the contractor must provide the required hours of training.
20. **Clothing.** The cost of clothing for all clients assigned to the facilities is the responsibility of the contractor and should be included in the cost proposal.
21. **Laundry.** The facilities will have laundry equipment. The contractor is responsible for ensuring that sufficient staff and supplies are available to provide clean clothing and bedding pursuant to minimum standards.
22. **Employee Background Checks.** The contractor will be responsible for the cost of completing the required employee background checks. This responsibility extends to any subcontractors and their employees, if proposed.
23. **Trash Removal.** Contractor will be responsible for dumpster collection.
24. **Licensing/Certification Standards.** Contractor must adhere to required licensing/certification standards at all times. The selected contractor shall be responsible, but not limited to, providing housing needs for all residents, delivering treatment for clients, preparing meals for clients, transporting clients when required, paying all utilities associated with the facility (current contractor pays for the phone service for the CSCD), mowing the grounds, trash removal, safeguarding staff and residents, as well as County and State-owned property. The estimated utility expense (electricity, gas, water) for 2008 was \$274,468.
25. Any other items including equipment not discussed above or not being provided by Dallas County, CSCD and the State of Texas that may be required as part of operating the Residential Substance Abuse Treatment Center

### **Responsibilities of CSCD and Dallas County**

1. CSCD does not expect the selected contractor to provide detoxification services for clients. Those services are available to clients through regular contract services offered by the CSCD. Although most detoxification services are handled prior to placement.
2. CSCD assigns a staff of eight CSCD employees on site, who can assist in arranging detoxification referrals, if necessary. These staff members also coordinate referrals of clients to the Facility, provide input for staffing cases, and deliver CSCD related residential and outpatient services to our Facility clients.
3. Assignment of clients to the JTC program. Even though CSCD will make every effort to maintain the facilities at full capacity, CSCD does not guarantee the number of enrollments.
4. Maintenance. Dallas County through an agreement with CSCD will provide on-site maintenance personnel to handle routine maintenance of the facilities including plumbing, electrical work and repairs. Dallas County will determine when it is appropriate to contract with outside contractors for facility repair.

## PROGRAM OBJECTIVES

### A. Overall Scope of Work

1. Provide a structured environment in which intensive and multi-disciplinary treatment can occur. The treatment component must be a nationally recognized substance abuse treatment program that is effective in working with males and females with co-occurring emotional and behavioral problems. Proposals should include detailed description of the clinical curriculum that will be used along with a plan of how it will be integrated into the modified therapeutic community or other programming. Any alternative models must be proven to be highly effective.
2. Promote the development of pro-social behavior and adaptive social skills.
3. Promote acceptance of responsibility for actions and the resulting consequences.
4. Consider the relationship between mind and body and promote physical health through a structured physical training and recreational program.

## PROPOSAL NARRATIVE

Proposals must address each of the evaluation components in sufficient detail as to allow the review panel to clearly understand the applicant's proposed services. The various attachments will also be considered in the proposal evaluation and should support the proposal narrative.

### Organizational Experience

The narrative should address the proposer's prior experience and actual performance in operating residential substance abuse treatment programs. The information provided in this narrative should be a summary of the detailed prior experience and actual performance data required in Exhibit C and Exhibit D - Prior Experience Questionnaire. The proposal narrative summary should specifically address experience in the following areas:

1. Years experience in developing and operating substance abuse treatment programs similar to that as described in this RFP.
2. List specific programs, including location, length of involvement, nature of involvement, brief discussion of your organization's effectiveness in operating the programs listed, and the name, address, and telephone number of the appropriate authority with your funding source or contract administrator who can verify the information provided.
3. Provide actual performance data from those listed programs. Include the name and contact information of the contract manager or appropriate individual who can verify the data provided. Examples of performance data include, but are not limited to: successful discharge rates, average length of stay for successful discharges and recidivism rates for successful discharges.
4. Statement regarding financial stability (include current and prior year total agency operation budget and list major sources of revenue).

### Program Operations Plan

1. Describe the experience your company 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 an extension?
  - 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.

## PROPOSED COSTS

The cost proposal for each program is to be submitted and shall contain the following elements:

### Per Diem Rate of the Post-Adjudication Programs

#### Costs

- a) Specify the per diem rate per bed (unit price) for services provided based on the type program.
- b) Complete a set of budget forms (Exhibit G) to substantiate how unit price was determined for each level of residential substance abuse service. **The rate proposed multiplied by the number of units proposed must equal the total proposed budget.**
- c) 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 substance abuse treatment services. Refer to Exhibit D

## Staffing

The company 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) Work shift; and
- d) Day of the week.

## Facility Transition Plans

The proposal narrative should specifically address the following areas that effect overall facility operations:

1. Identify transition plans for assuming total operations of the facilities.
2. Identify plans for facility that provide for the safety and security of clients and staff.
3. Identify plans for recruiting and hiring staff.
4. Identify minimum requirements for all positions, and include resumes of any individuals who are known at the time of the proposal submission and will be committed to full-time responsibility at facilities.
5. Identify plans for staff training/evaluation.
6. Identify plans for training staff to be culturally diverse, having sufficient direct care bilingual staff for treatment and family interactions.
7. Identify plans for the maintenance of cultural competency and address methods for ensuring that the staff reflects the ethnicity of the population.

## Program Performance Measures

At the very minimum your system of program measures must include the following.

1. Outputs to be provided by proposed contractor
  - a. Total Number Served;
  - b. Total number of successful program completions;
  - c. Total number of days of treatment provided; and,
2. Outcomes – Program Effectiveness will be evaluated based on the following outcomes. Contractors will be required to provide the necessary data to evaluate the following.
  - 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.

Include any other performance measures your program uses to measure your program effectiveness.

3. Existing Program Measures

Proposals must include performance measures for all of the programs that they operate.

**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.

**Required Information**

Specific information that details how the company 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 addiction, etc.) as well as which clients would be ineligible (offense categories, criminal history, etc.). The company must include information on how they will avoid denial of services to persons covered under the Americans with Disabilities Act.

**Additional Information Required of the Bidder**

Each proposal shall contain the following information:

- 1. Name, title, and telephone number of company's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from Dallas County Purchasing and providing the company's response.
- 2. Business and employee information:
  - a) Names and addresses of company'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 the company'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. Bidder must include an affidavit certifying that the company is a duly qualified, capable and otherwise bondable business entity that the company 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 the company.
  - e) Company's organizational chart.
3. The name and address of the company's insurance carrier(s), along with statement(s) from company's insurance carrier(s) that insurance as specified in this RFP is either in force or available upon the company's request.
  4. Complete reference information for all public and private institutions or agencies to which the company 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, 1999, which are against or on behalf of the company 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, 1999, in which the company 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 company.
  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.
  10. Attachments: Shall include all information required of each company in the following order:
    - 1) Proof of liability insurance
    4. Proof of Texas DSHS licensure to operate this type of facility

## **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 Exhibits).

3. Once a proposal has been submitted the company may not submit changes, amendments, or modifications. The company 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 company.** The CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP.
6. 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 companies or prospective contractor(s) 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 the company information to remain confidential after the contract award will be granted to the company as allowed by law.**
7. Any company 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.
8. 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. The company 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.
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.

### Required Form of Proposal

Each proposal must be sealed and submitted with one (1) original and ten (10) electronic copies and should contain the following sections in the sequence listed below. The proposal number (RFP No. 2009-083-4425) must be prominently displayed on the proposal.

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:

1. Request for Proposal Cover Sheet - the cover sheet should contain the RFP number and your organization's name, contact person, phone number, email address and date the proposal is submitted.
2. Table of Contents

3. Transmittal Letter - provide a transmittal letter on your organization's letter head. The transmittal letter should be no more than two pages in length and will serve as the proposal abstract. The transmittal letter should include the following:
  - a. statement of intent to submit a proposal
  - b. brief description of your organization
  - c. brief history of your organization's experience with similar projects
  - d. summarize the proposed per diem rates
  - e. statement that your organization has the fiscal capacity to operate the project
  - f. signature of an individual who is authorized to bind the proposer contractually.
4. Program Design Narrative - Provide one separate Program Design narrative for each program that includes all program components. The proposal should include detailed descriptions of the treatment philosophy. Must be a nationally recognized behavior management program. Any alternative models must be proven to be highly effective. Counseling services, day-to-day programming, team assessments/treatment plans, physical, hygiene, mental and dental health services, clothing and linens, administrative control, discipline management, and program evaluation/success measures proposed.
5. Program Operations Plan
6. Proposed Costs
7. Staffing Detail
8. Program Transition Plan
9. Performance Measures
10. Agency Evaluation Methods
11. Required Information
12. Additional Information

**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.** 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 contractor 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 contractor. 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 contractor to determine the contractor's full extent of liability if a proposal is submitted.

The contractor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications the contractor 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.

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

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

The CSCD reserves the right to negotiate a contract with the contractor 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.

#### **IV. After Proposals Are Opened**

##### **Proposal Evaluation Factors**

The CSCD will consider many evaluation factors (of which cost is only one factor) to evaluate the 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.

- A. The proposed price per unit of service and contractual terms.
- B. Overall program design including staffing qualifications, day to day programming, client assessments, treatment plans etc.
- C. Bidder's qualifications: Experience / Licenses / Certifications of management and staff.
- D. Evidence of previous accomplishments in providing residential substance abuse services for the last five (5) years. Experience working with the target population.
- E. Proposed clinical curriculum that will be used along with a plan of how it will be integrated into the modified therapeutic community.
- F. Review of proposers existing operation of substance abuse treatment facility. Process may include a site visit and an opportunity for a brief oral presentation by the bidder before the CSCD Review Committee. If necessary, oral presentations will be scheduled.

<u><b>CRITERIA</b></u>	<u><b>SCORE</b></u>
<b>Cost of Services</b>	<b>30 points</b>
<b>Experience</b>	<b>30 points</b>
<b>Program Design</b>	<b>25 points</b>
<b>M/WBE Participation/Compliance</b>	<b>15 points</b>
Certified MBE/WBE Prime Contractor	
Utilization of Certified M/WBE Sub-contractors	
EEO1 Policy Compliance	
<b>TOTAL POINTS</b>	<b>100 points</b>

### **Negotiation of Rate, Cost Justifications, and Contract Size**

Based on TDCJ-CJAD notification of funding allocations to the CSCD, funding will be awarded and contracts negotiated.

### **Following the CSCD's Selection of Contractor**

The proposal submitted in response to this RFP becomes the **Operations Plan**. This document will be used in monitoring adequate provision of service. The bidder 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:

#### **Contractor as an Independent Contractor and Indemnification**

1. The Contractor shall be an independent contractor and shall exercise all rights and privileges under this Agreement, as such, and in no way is Contractor 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 Contractor.
2. Contractor 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 contractor or its employees, agents or subcontractors, whether such act of omission or commission results in liability which is wholly or partially that of the contractor.

**Provision of Insurance:** Effective the Date of this Contract, Dallas County requires and Contractor agrees to furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Contractor shall furnish verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the Contract term and each renewal period, if any.

Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.

1. Contractor shall maintain liability insurance coverage with minimum limits of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) on account of bodily injuries to or death of one person and an aggregate of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) for any one occurrence 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 contractor's employees, agents or subcontractors, and those by others. Contractor 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:
2. Workers' Compensation Insurance. Contractor shall, at all times during the term of this Contract and at its own expense provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit that meets the acceptable requirements as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code.
3. Bodily injury, occupational sickness or disease or death of contractor's employees;
4. Bodily injury, sickness, disease or death of any person other than contractor's employees;
5. Damage to or destruction of tangible property including subsequent losses resulting there from;
6. Violation of Civil Rights.

Contractor shall deliver or have delivered to the CSCD certificate(s) and or policy (ices) of insurance upon execution of a contract. Any updates on certificate(s) and/or policies must also be delivered to the CSCD.

Contractor's compliance with the above insurance requirements shall not relieve contractor from any liability. The insurance policies required under this Section shall not be modified or canceled except upon 30 days written notice to Dallas County CSCD.

#### Non-Discrimination

1. In the performance of any agreement between the CSCD and contractor warrants that it will not discriminate against any employee or subcontractor on account of race, color, Sex, religious creed, age, national origin or handicap. Furthermore, contractor 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 follow all non-discrimination and equal opportunity laws and regulation in all notices, advertisements and solicitation placed by contractor will be in accordance with federal law, rules or regulations.
2. Contractor 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.

#### Compensation to Contractor

1. Contractor shall deliver a monthly invoice to the CSCD immediately following each month of service. The bill must be received by the CSCD by the 10<sup>th</sup> working day of the month for processing. Contractor shall include with its invoice, a list which includes the identity of each offender served and the services provided. The Dallas County Fiscal Officer will make payment to contractor. Electronic filing bills may be required.
2. The contractor 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 contractor or to require contractor to return payments received from the CSCD in the event contractor'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. Contractor agrees to return any unearned amounts paid by the CSCD within thirty (30) days following the final date of the contact period, or at the CSCD's option, within thirty (30) days following the CSCD's delivery to of a notice to contractor that amounts paid are to be returned to the CSCD.

**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. Contractor warrants that no employee or agent of the CSCD has been or will be retained to solicit or secure this Agreement and that contractor 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.

**Ambiguity, Conflict or Other Errors in RFP:** If a vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the County of such error in writing and request modification or clarification of the document. Modification will be made by issuing an addendum. Written notice will be given to all parties who have been furnished the RFP without divulging the source of the request for same.

If a vendor fails to notify the County prior to the date and time fixed for submission of proposal of an error or ambiguity in the RFP known to him, or an error ambiguity that reasonably should have been known to him, he shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the RFP. All addenda will be numbered consecutively beginning with 1.

**Proposal Preparation Cost:** Cost for developing proposals are entirely the responsibility of the vendors and shall not be chargeable to the County of Dallas.

**Disqualified Offers:** Offers submitted by fax submission will not be accepted. Dallas County reserves the right to reject any Offer submitted in any manner other than that specified in this RFP. Offers submitted after the due date/time will NOT be considered.

**Access to Records and Information:** Contractor 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 contractor provides. Contractor 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. Contractor 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.

**Economy of Presentation:** Proposals should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFP. Proposals must address the requirements since the request for proposal must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

**Proposal Obligation:** The contents of the proposal and any clarification thereto by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

**Implied Requirements:** Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the proposal.

**Compliance with RFP Specifications:** It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. The response must coincide with the format of the RFP.

**Withdrawal of Proposal:** A vendor may withdraw his proposal by submitting a written request for its withdrawal over the signature of an authorized individual to the Purchasing Agent at any time prior to the submission deadline. The vendor may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, will not be considered if submitted after the deadline.

**Disposition of Proposal:** All proposals become the property of the County and will not be returned to the vendor. Dallas County reserves the right to accept or reject, in part or in whole, any proposals submitted, determine compliance and to waive any technicalities or irregularities and to make award in the best interest of Dallas County.

**Disclosure of Proposal Content:** Pursuant to Texas Local Government Code Section 262.030, proposals shall be opened so as to avoid disclosure of contents to competing offertory. It is Dallas County's intent not to release details of the proposals until all ensuing negotiations have been completed and contractual agreements have been executed.

**Compliance with Rules, Regulations, Policies and Standards:** The selected vendor(s) shall be required to adhere to all policies, procedures, rules, regulations and standards of various Federal, State, County and City agencies, departments or commissions. In such case, adherence to their current policy, procedures, regulations, rules or standards, any future amendments to same, as well as any successors to such rules, regulations, procedures, policies and standards.

**Loss, Damage or Claim:** The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorneys fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorneys fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

**Governing Law and Venue:** This contract agreement shall be governed by and construed under the laws of the State of Texas, 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, and exclusive venue shall lie in Dallas County, Texas.

**Award:** An award resulting from this RFP shall be made to the most responsive and responsible Offeror whose proposal is determined to be the most advantageous to the County, taking into consideration evaluation factors contained herein. Dallas County reserves the right to award this RFP to multiple providers. The County will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of this RFP.

**Contractual Development:** The contents of the RFP and selected Firm's proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the Proposal Firm must be amendable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection processes.

**Fee Requirements:** Fees for services must include all cost elements.

**License Transfer:** At the termination of the contract, vendor must agree to transfer to County all license agreements furnished under the terms and conditions of the contract. Contractor will be required to transfer to

County free and clear of any cost, lien, rights or restrictions on use by County or its vendors, contractors or subcontractors, all software, firmware, books, manuals, films, or other materials, all warranties, rights to technical support or other rights to each item without additional cost payable to vendor. This provision shall survive the termination of the contract.

**INDEMNIFICATION:** To the fullest extent allowed by law, Contractor agrees to indemnify and hold harmless County, County Commissioners, County Judge, the County's elected officials, director, employees, agents and representatives (hereinafter referred to as "Indemnitees") against all claims, demands, actions, suits, losses, damages, liabilities, cost and/or expense of every kind and nature (including, but not limited to court cost, litigation expense and attorneys fees), paying same as they accrue, and all recoverable interest thereon, incurred by or sought to be imposed on Indemnitees because of injury (including death) or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform, operation or work under this Contract by Indemnitees, Contractor, its subcontractors and/or any other person or entity; (2) the condition of the real property, including any improvements, on which said operations or work are being performed; (3) the selection, provision, use or failure to use, by any person or entity, of any tools, supplies, materials, equipment or vehicles (whether owned or supplied by County, Contractor, or any other person or entity) in connection with said work or operations; or (4) the presence on County real property, including any improvements located thereon, of Contractor, its subcontractors, employees, suppliers, vendors or any other person acting on behalf of Contractor. This indemnification shall apply, whether or not any such injury or damage has been, or is alleged to have been, caused in whole or part on any theory of liability, including negligence, intentional wrong doing, strict product liability or breach of non-delegable duty. Contractor further agrees to defend (at the election of any Indemnitee) against any claim, demand, action or suit for which indemnification is provided.

Without in any way limiting or restricting the indemnification and defense agreement stated above, Contractor agrees that it is the intention of the parties hereto that Contractor and its insurers bear the entire risk of loss or injury to any of Contractor's employees, "borrowed servants", agents, representatives, subcontractors, vendors, material, or any other person present on the premises or performing any other act or service on Contractor's behalf or at its request, whether or not any such loss or injury is caused in whole or part by the negligence or fault of any Indemnitee, and without seeking any contribution therefore from any indemnitee or its insurers.

**Collusion:** The successful vendor may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not however, preclude two or more suppliers of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

**Monetary Restitution:** In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor's rate and new company's rate) beginning the date of vendor's termination through the contract expiration date. In the event, civil suit is filed to enforce this provision; Dallas County will seek its attorney's fees and cost of suit from the Contractor.

**Indication of Form of Business:** Indication of form of business (e.g. corporation, sole proprietorship, partnership); if the respondent is a corporation, indicate the date and state of incorporation.

**Agents and/or Subcontractors:** The successful Offeror may not assign their rights and duties under an award without the written consent of Dallas County.

Offerors are required to identify all agents, subcontractors and employees who have been retained and/or hired to assist in developing, preparing, advising or marketing their proposal and/or services. Name of firm, individual and/or employee must be included along with the services that are to be provided.

**Venue:** The construction, interpretation and enforcement of this agreement shall be governed by the laws of the State of Texas, and exclusive venue shall be in Dallas County, Texas.

**Non Performance:** Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies, which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

**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.

**Conflict of Interest:** No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

**Litigation:** Any bidder/proposer who is currently involved, either directly or indirectly with any litigation against or involving Dallas County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened or pending against the proposer and/or its principals/officers, and identification of any administrative actions or warnings taken or issued by any federal, state or local governmental agency to proposer and/or its principals/officers with regard to the provision of the same or similar services as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

**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 the contractor in writing of such failure to fund and of the need to terminate the Agreement.

**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 contractor shall be severable from the entire Agreement.

**Texas DSHS 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, 2006 and subsequent amendments. Go to website [www.dshs.state.tx.us](http://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) ten days of notification by Texas DSHS in writing and must include complainant, nature of complaint, and contractors proposed response.

**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.

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

**Pre-Bid/Proposal Conference:** The purpose of the pre-proposal conference is to discuss the services to be provided and to allow more detailed questions arising from the review of the Request for Proposal. The pre-proposal conference will be held at 1:00 p.m. on June 18, 2009 at the Justice Treatment Center located at 200 Greene Road, Wilmer, Texas, 75172.

A walk through of the facilities will be a part of the pre-proposal conference. Though attendance is not mandatory, proposers submitting proposals without attending the pre-proposal conference do so at their own risk and waive any right to assert claims later due to undiscovered conditions. The pre-proposal conference is for informational purposes only.



## DALLAS COUNTY M/WBE SPECIFICATIONS

Leffie T. Crawford, Minority Business Officer  
Minority & Women Business Enterprises  
E-mail: [ltcrawford@dallascounty.org](mailto:ltcrawford@dallascounty.org)  
214.653.6018 (office)  
214.653.7449 (fax)

# MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

**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 remains 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/PROPOSERS:** 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 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 agencies, 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 \_\_\_\_\_

### 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 demonstrate 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)							
Operative-(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 <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature/Date:
	Women-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Non-Minority/Woman-Owned Firm		

## **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

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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.

Social security number
or
Employer identification number

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

### 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.

<b>Sign Here</b>	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 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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.

## 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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.

### 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

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.

### OFFICE USE ONLY

Date Received

**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

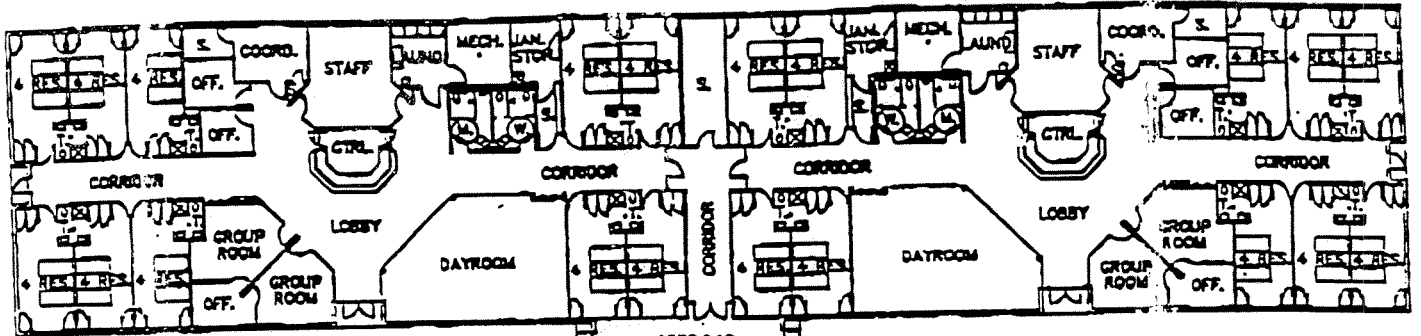
D. Describe each affiliation or business relationship.

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

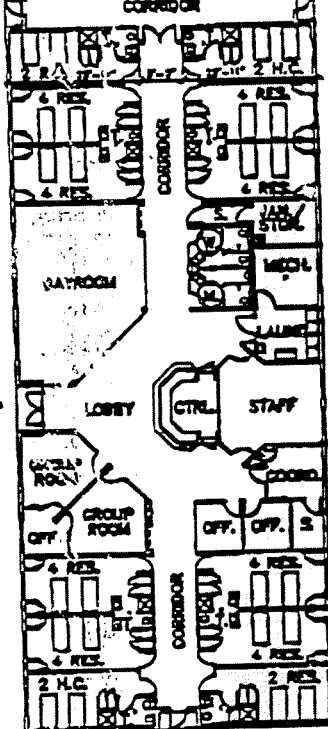
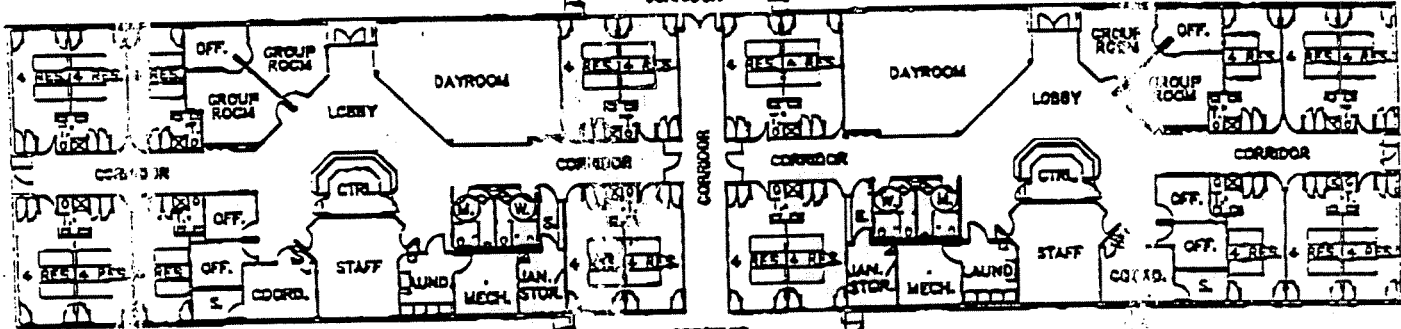
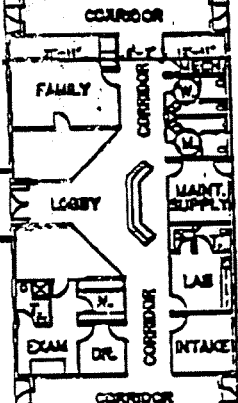
**7**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



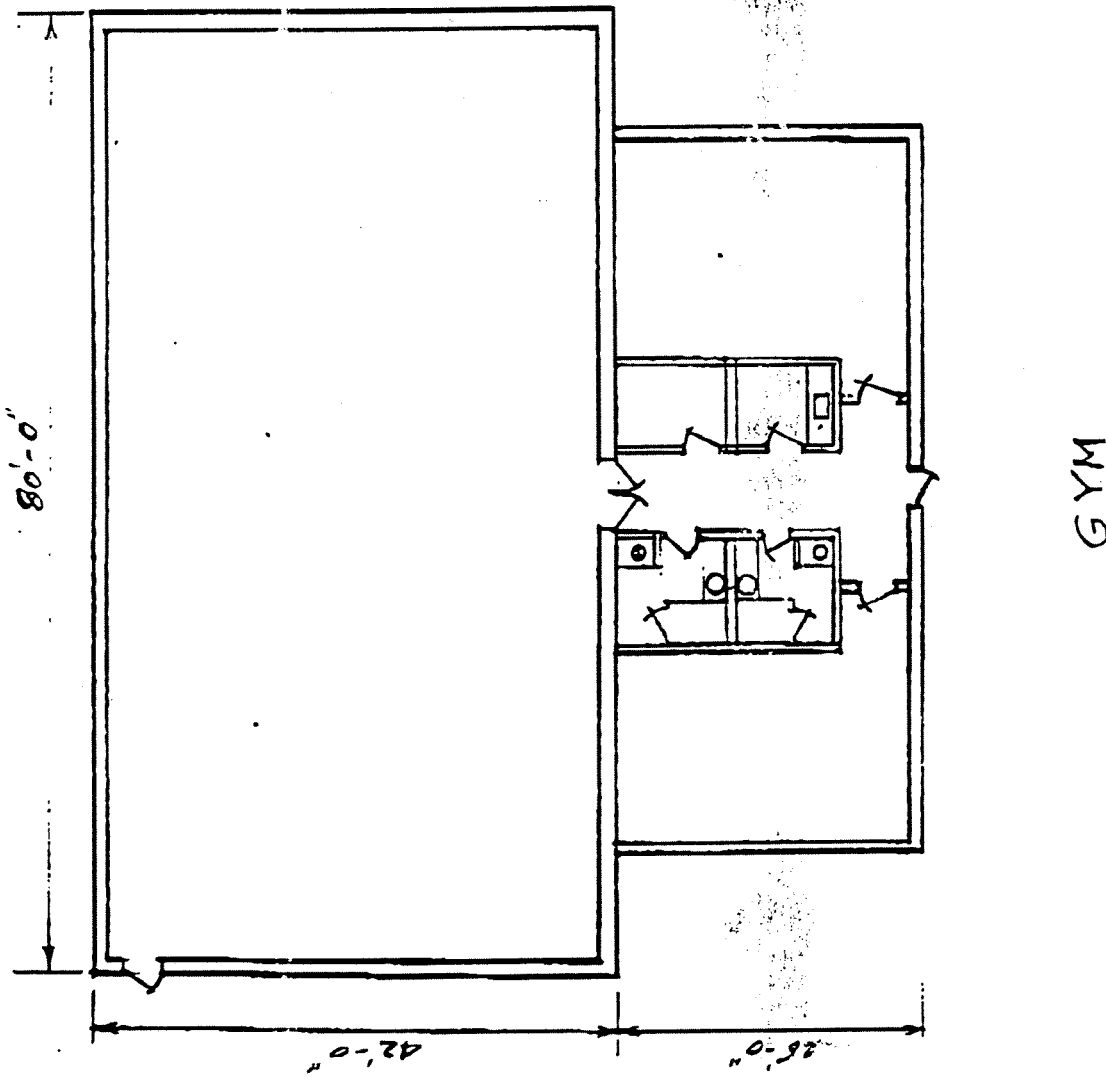
MAIN ENTRY ▸



*Cornell*  
**~~Interventions~~**

Wilmer, Texas

**FLOOR PLAN**



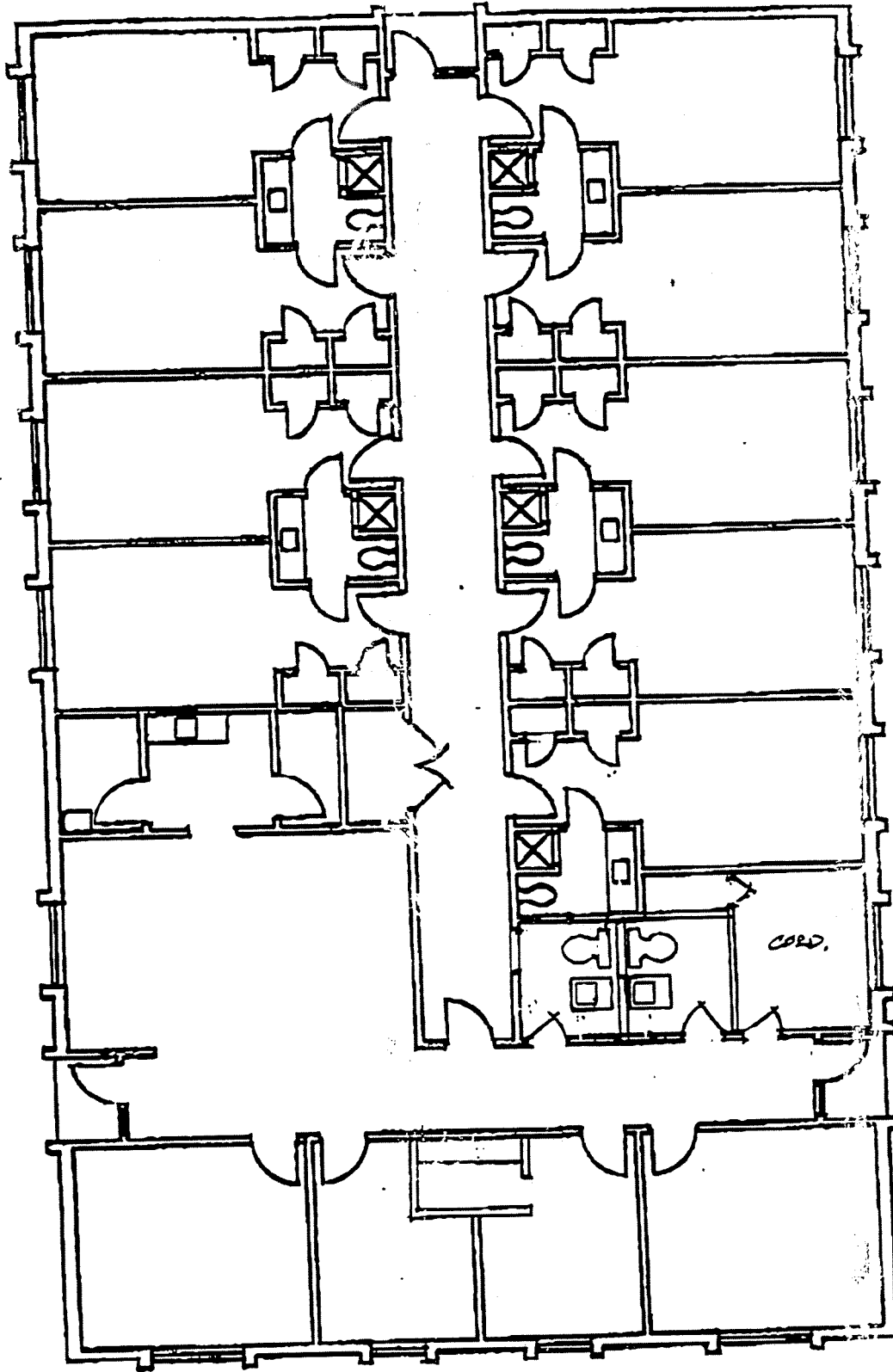
MAR-01-1999 08:17  
MAY- 2-95 TUE 16:55

CORNELL CORRECTIONS JTC  
~~BURAGE HOUSE~~

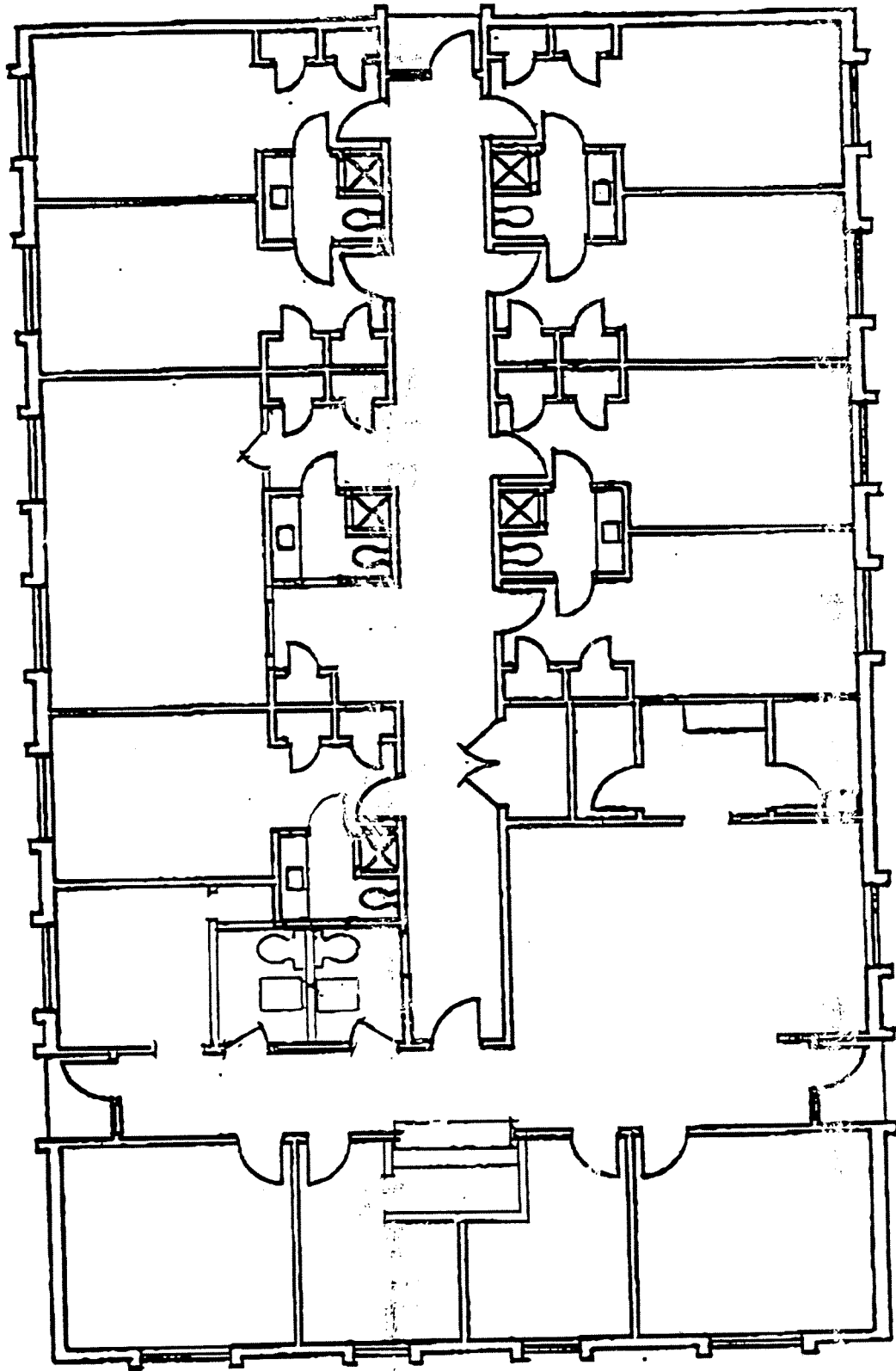
FAX NO. ~~2088811824~~

P.09/11  
P.02

COTTAGE  
A & B



COTTAGE  
"C"



Cottage  
C

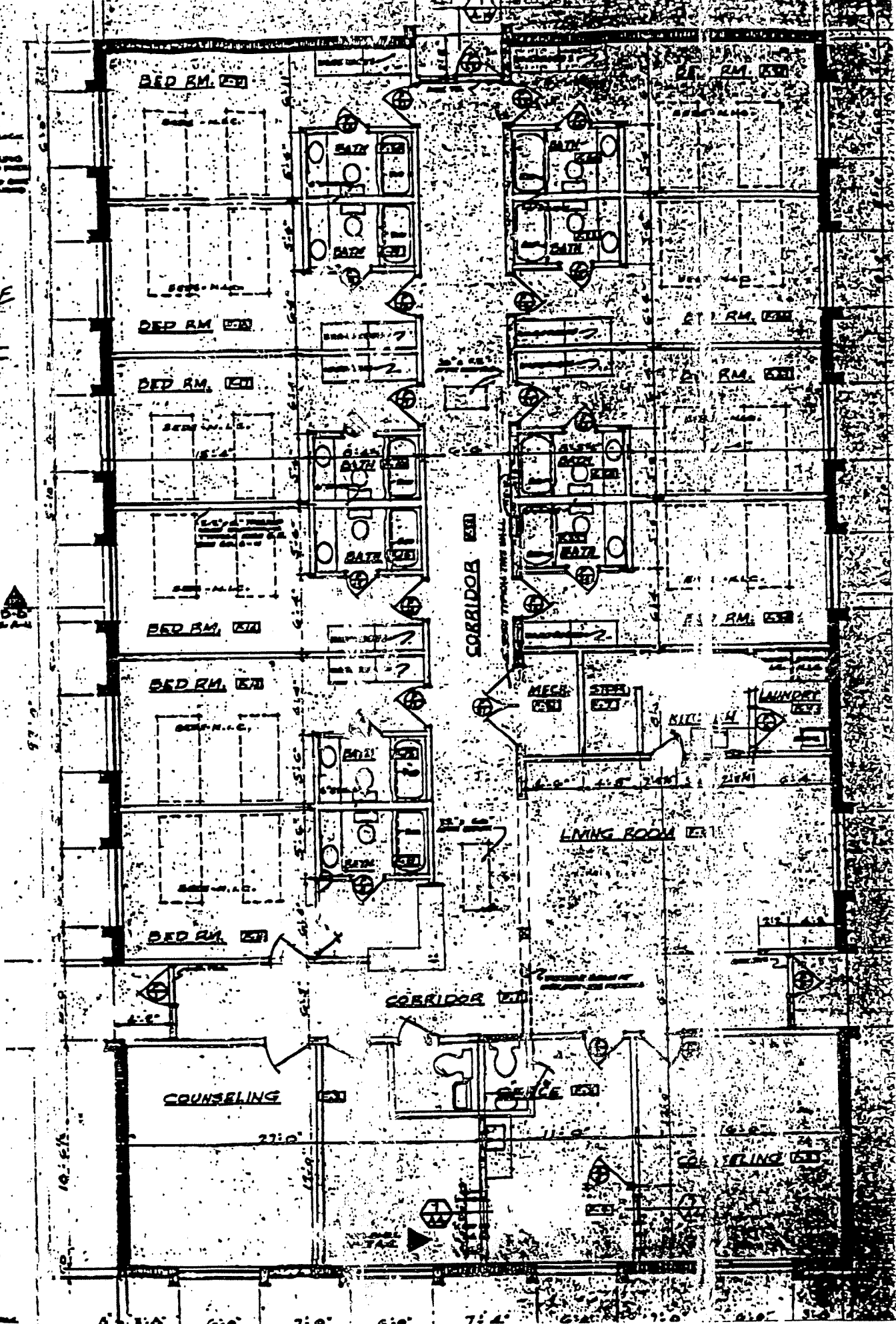
**LEGEND**

- CONCRETE BLOCK
- LEAD-BEARING METAL STUD WALL
- OTHER WALL

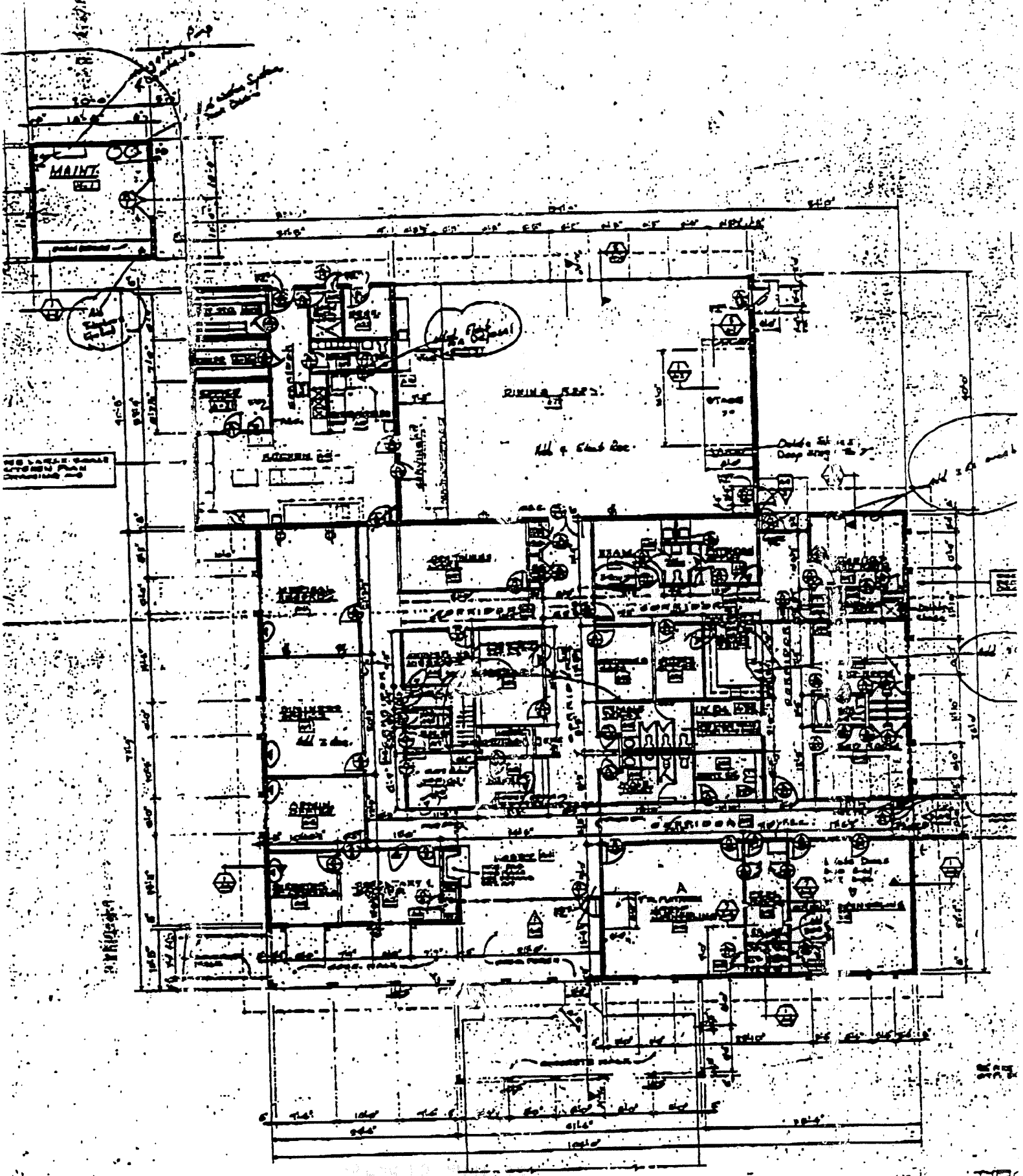
**COTTAGE "D"**

97'-0"

10'-0"



**NOTES**



**ADMINISTRATION BLDG FLOOR PLAN #1**  
 NOTE: SEE DRAWING AND FOR ATTIC FLOOR PLAN

FR  
 2700  
 2700  
 2700

**Cornell Companies, Inc.****Asset List**

<b>Qty</b>	<b>Description</b>
1	PINK EXECUTIVE CHAIR ON ROLLERS
3	1-GALLON GAS CANS
1	25" ZENITH COLOR TV
1	2'CU/FT REFRIGERATOR/FREEZER
1	2-DRAWER LATERAL FILE CABINET
1	2-DRAWER LATERAL FILE CABINET
2	2-DRAWER LETTER SIZE METAL FILE CABINET
1	2-DRAWER METAL FILE CABINET
1	2-DRAWER METAL LETTER SIZE FILE CABINET
1	2-DRAWER WOOD CREDENZA
1	2-DRAWER WOOD DESK
1	2-SHELF CART ON WHEELS
1	2-TIER STANLESS STEEL UNTENSIL RACK
1	3-DOOR FREEZER
1	3M 1700 PROJECTOR
1	3-SHELF METAL BOOKCASE
1	3-SHELF WOOD BOOKCASE
1	4' SQUARE METAL TABLE
1	4-DRAWER FILE CABINET
1	4-DRAWER LATERAL WOOD FILE CABINET
1	4-DRAWER METAL DESK
1	4-DRAWER METAL FILE CABINET
1	4-DRAWER METAL FILE CABINET
1	4-DRAWER WOOD DESK
1	5-DRAWER WOOD DESK
2	5-GALLON GAS CANS
1	5-SHELF BROWN OAK BOOKCASE
1	6' FOLDING TABLE
6	6' FOLDING TABLES
1	A-705 MONITOR
2	A-705 MONITORS
1	ADI MICROSCAN MONITOR
1	ADI MICROSCAN MONITOR

**Cornell Companies, Inc.**  
**Asset List**

<b>Qty</b>	<b>Description</b>
1	ADI MONITOR
1	ADI PROVISTA MONITOR
1	ADI PROVISTA MONITOR
1	ADJ PROVISTA MONITOR
1	AIR COMPRESSOR
1	ALCO SENSOR #3 BREATHALYZER
1	ALLEN "T" WRENCH
1	A-OPEN 705 MONITOR
1	A-OPEN 705 MONITOR
1	A-OPEN CPU
1	A-OPEN CPU
1	A-OPEN CPU
1	A-OPEN CPU
1	A-OPEN CPU
1	A-OPEN CPU
1	A-OPEN CPU
1	A-OPEN CPU
1	A-OPEN CPU
3	A-OPEN CPU & MONITORS
2	A-OPEN CPU's
1	A-OPEN MONITOR
1	APC SURGE PROTECTOR
1	AQUA BLUE CLOTH SECRETARY CHAIR
1	AST MONITOR
1	BALLPEN HAMMER
7	BASKETBALLS
2	BICYCLE TIRE AIR PUMPS
1	BLACK 2-DRAWER LETTER SIZE FILE CABINET
1	BLACK 3-DRAWER LATERAL METAL FILE CABINET
1	BLACK CLOTH EXEC. CHAIR - ARMS - ON WHEELS
1	BLACK CLOTH EXECUTIVE CHAIR ON ROLLERS
1	BLACK LEATHER STRAIGHT CHAIR
5	BLACK VINYL CHAIRS WITH METAL LEGS
2	BLACK VINYL CHAIRS WITH METAL LEGS

**Cornell Companies, Inc.**  
**Asset List**

<b>Qty</b>	<b>Description</b>
1	BLOND TOP WOOD DESK WITH CREDENZA
6	BLUE CHECKED CHAIRS WITH METAL FRAMES
1	BLUE CLOTH CHAIR ON ROLLERS
1	BLUE CLOTH CHAIR WITH METAL LEGS
1	BLUE CLOTH SECRETARY CHAIR
1	BLUE CLOTH SECRETARY CHAIR
1	BLUE CLOTH SECRETARY CHAIR / ARMS & ROLLERS
1	BLUE CLOTH SECRETARY CHAIR WITH ARMS/WHEELS
1	BLUE CLOTH SECRETARY CHAIRS
1	BLUE CLOTH SIDE CHAIR
1	BLUE CLOTH/WOOD ARMS OFFICE CHAIR
1	BLUE COOTH SIDE CHAIRS ON BLACK METAL FRAME
8	BLUE SAFETY BELTS
6	BOTTLE RINGS
1	BOX RHYTHM STICKS
1	BOX SOFT BALL BASES
1	BROWD OAK DESK
1	BROWN 4-SHELF BOOKCASE
1	BROWN OAK CREDENZA
1	BROWN WOOD DESK WITH CREDENZA
1	BUCKET BADMITTON BIRDIES
1	BUCKET BADMITTON RACKETS
1	BURGANDY CLOTH CHAIR WITH WOOD LEGS
1	BURGANDY CLOTH SECRETARY CHAIR ON WHEELS
1	CANNON COPIER
1	CANON PC750 COPIER
1	CARPENTER SQUARES
1	CAULKING GUN

**Cornell Companies, Inc.**  
**Asset List**

<b>Qty</b>	<b>Description</b>
------------	--------------------

1	CHERRY RED EXEC DESK WITH CREDENZA ATTACHED
2	CHESS GAMES
24	CHROME CHAIRS - RED
3	CLAW HAMMERS
6	CLOTH SIDE CHAIRS ON ROLLERS
1	COMPUTER STAND ON WHEELS
1	CRAFTON BELT SANDER
1	CREAM COLOR COMPUTER DESK WITH 2 DRAWERS
1	DELL DIMENSION XP CPU
2	DETECTO SCALES
6	DRUMS
1	ELECTRIC SKIL SAW
1	ELECTRIC TABLE SAW
1	EXECUTIVE CHAIRS
1	EXECUTIVE CLOTH CHAIR
1	FELLOWS SMALL SHREDDER
1	FILE
2	FLAT BED DOLLYS
1	FLAT NOSE SHOVEL WITH SHORT HANDLE
3	FLAT NOSE SHOVELS WITH LONG HANDLES
50	FOLDING CHAIRS
20	FOLDING CHAIRS
2	FOLDING TABLES
1	FREE STANDING WIRE RACKS
2	FURNITURE DOLLYS
1	GARRETT SCANNER
1	GOOSENECK LAMP
1	GRAY CLOTH CHAIR WITH METAL LEGS ON ROLLERS
20	GRAY CLOTH CHAIRS
1	GRAY CLOTH SECRETARY CHAIR

**Cornell Companies, Inc.****Asset List**

<b>Qty</b>	<b>Description</b>
1	GRAY CLOTH SECRETARY CHAIR - ARMS - ON WHEELS
1	GRAY CLOTH SECRETARY CHAIR ON WHEELS

1	GRAY CLOTH STRAIGHT CHAIR
1	GRAY FOLDING TABLE
1	GRAY PADDED CHAIR
2	GREEN CLOTH & WOOD CHAIRS
1	GREEN CLOTH CHAIR WITH ARMS
1	HACK SAW
5	HEDGE CLIPPERS
1	HEWLETT PACKARD VECTRA PRINTER
5	HOES
3	HOME LITE WEEDEATERS
1	Bissell UPRIGHT VACUUM
1	Bissell UPRIGHT VACUUM
1	Bissell UPRIGHT VACUUM
1	Bissell UPRIGHT VACUUM
1	Bissell UPRIGHT VACUUM
1	Bissell UPRIGHT VACUUM
1	HP DESKJET 712C PRINTER
1	HP LASER JET PRINTER 2100
1	HP LASER JET PRINTER 4-PLUS
1	HP LASERJET 1100 PRINTER
1	HP LASERJET 2100 PRINTER
1	HP LASERJET 2100 PRINTER
1	HP LASERJET 2100 PRINTER
1	HP LASERJET 2100 PRINTER
1	HP LASERJET 4100N PRINTER
1	HP LASERJET 4P PRINTER
1	HP LASERJET 6P PRINTER
1	HP LASERJET PRINTER
1	HP LASERJET PRINTER 4L
1	HP LASERJET PRINTER 5L
1	HP LASERJET PRINTER 6L
1	HP VECTRA CPU
5	HULA HOOPS
1	IMAGISTICS COPIER
1	IMAGISTICS COPIER MODEL C550

**Cornell Companies, Inc.****Asset List**

<b>Qty</b>	<b>Description</b>
1	IMAGISTICS FAX MACHINE
1	INTEL CPU
1	INTEL CPU & HP VECTRA PRINTER

1	INTEL CPU & VECTRA PRINTER
1	INTEL DIMENSION CPU
1	KENWOOD HAND RADIO
1	KENWOOD HAND RADIO
1	KENWOOD HAND RADIO
1	KENWOOD HAND RADIO
1	KENWOOD HAND RADIO
11	LARGE TOSS RINGS
1	LEXMARK Z11 PRINTER
2	LIGHT BROWN CLOTH CHAIRS WITH ARMS
1	LIGHT BURGANDY SECRETARY CHAIR W/ARMS
1	LIGHT BURGANDY SECRETARY CHAIR W/ARMS/WHEELS
1	LIGHT OAK WOOD DESK
1	L-SHAPED WOOD SECRETARY DESK
1	MAKITE BELT SANDER
1	MAROON CLOTH CHAIR W/ARMS
1	MAROON CLOTH CHAIR WITH ARMS
1	MAROON CLOTH CHAIR WITH ROLLERS
2	MAROON CLOTH CHAIRS WITH WOOD LEGS
1	MAROON CLOTH SECRETARY CHAIR
1	MAROON CLOTH SECRETARY CHAIR W/ARMS
1	MAROON OFFICE CHAIR
16	MAROON PLASTIC CHAIRS
44	MAROON PLASTIC CHAIRS
29	MAROON PLASTIC CHAIRS
1	MAROON SECRETARY CHAIR
2	MAUVE COLOR CHAIRS
18	McGREGOR 3' X 4' BLUE MATS
1	MEDICATION CART
1	METAL 2-DOOR STORAGE CABINET
1	METAL 2-DRAWER DESK
1	METAL 2-DRAWER DESK WITH WOOD TOP
1	METAL 2-DRAWER LEGAL SIZE FILE CABINET
1	METAL 2-DRAWER LETTER SIZE FILE CABINET
1	METAL 2-DRAWER LETTER SIZE FILE CABINET

**Cornell Companies, Inc.****Asset List**

<b>Qty</b>	<b>Description</b>
1	METAL 2-DRAWER LETTER SIZE FILE CABINET
1	METAL 2-SHELF BOOKCASE
1	METAL 42 PIDGEON HOLE MAILBOX CABINET

1	METAL 4-DRAWER LEGAL SIZE FILE CABINET
2	METAL 4-DRAWER LEGAL SIZE FILE CABINETS
1	METAL 4-DRAWER LEGAL SIZE Lateral FILE CABINETS
1	METAL 4-DRAWER LETTER FILE CABINETS
6	METAL 4-DRAWER LETTER SIZE FILE CABINETS
2	METAL 4-DRAWER LETTER SIZE FILE CABINETS
1	METAL 5-DRAWER DESK
1	METAL 5-DRAWER FILE CABINET
6	METAL 5-DRAWER LATERAL FILE CABINETS
1	METAL 5-SHELF BOOKCASE
1	METAL 6-DRAWER DESK
1	METAL COAT RACK
1	METAL DESK WITH WOOD TOP
3	METAL LEAF RAKES
2	METAL MEDICINE CABINETS
2	METAL MEDICINE CABINETS
2	METAL MEDICINE CABINETS
3	METAL MEDICINE CABINETS
3	METAL MEDICINE CABINETS
3	METAL MEDICINE CABINETS
3	METAL MEDICINE CABINETS
3	METAL MEDICINE CABINETS
5	METAL MEDICINE CABINETS
10	METAL OFFICE DESKS
10	METAL OFFICE DESKS
1	METAL STORAGE CABINET
2	METAL STORAGE CABINETS
1	METAL TYPEWRITER STAND
1	METAL TYPEWRITER TABLE
1	MICRO MONITOR
1	MITER BOX TOOL
4	MURRAY MOWERS

**Cornell Companies, Inc.****Asset List**

<b>Qty</b>	<b>Description</b>
1	NAVY BLUE SECRETARY CHAIR
1	NORTEL PHONE
1	NORTEL PHONE
1	NORTEL PHONE
1	NORTEL PHONE

2	NORTEL PHONE
1	NORTEL PHONE
1	NORTEL PHONE
1	NORTEL PHONE
1	NORTEL PHONE
1	NORTEL PHONE
1	NORTEL PHONES
4	NORTEL PHONES
2	NORTEL PHONES
4	NORTEL PHONES
5	NORTEL PHONES
3	NORTEL PHONES
4	NORTEL PHONES
5	NORTEL PHONES ( 54 total phones)
1	OFFICE CHAIR
3	OFFICE CHAIRS ON ROLLERS
1	OPTIQUEST MONITOR
1	OPTIQUEST MONITOR
1	OPTI-QUEST MONITOR
1	OPTIQUEST MONITOR Q71
1	ORANGE 4' X 2' MAT
1	ORANGE CLOTH SECRETARY CHAIR W/ARMS & WHEELS
4	ORANGE CONES
1	PANASONIC TYPEWRITER
1	PARAMOUNT WEIGHT ASSEMBLE SET
1	PICKS
7	PING-PONG PADDLES
2	PINK CLOTH CHAIRS ON ROLLERS
1	PINK OFFICE CHAIR ON ROLLERS
2	PINK OFFICE CHAIRS

**Cornell Companies, Inc.****Asset List**

<b>Qty</b>	<b>Description</b>
1	POLE SAW
1	PORTABLE LAMP
1	PORTABLE OXYGEN TANK CART
1	PORTABLE WIRE FILE RACK
1	PROVIEW MONITOR

1	PURPLE CLOTH CHAIR ON ROLLERS
1	PUSH BROOM
1	RED CLOTH CHAIR ON ROLLERS
2	RED CLOTH CHAIR ON ROLLRS
1	RED CLOTH CHAIR WITH ARMS
8	RED HARD CHAIR PADDED
1	RED PLASTIC CHAIRS
2	RED PLASTIC CHAIRS
5	RED PLASTIC CHAIRS WITH METAL LETS
1	REFRIGERATOR
1	ROLLING CARTS FOR CHARTS
4	ROSE CLOTH STATIONARY CHAIRS
3	ROSE CLOTH STATIONARY CHAIRS
1	RUST CLOTH SECRETARY CHAIR ON WHEELS
1	SETS OF HORSE SHOES
1	SHARP 24: COLOR TV
1	SHARP TV
1	SHARP VCR
1	SHEETROCK SAW
2	SLEDGE HAMMERS
1	SMALL DESK
2	SMALL SHOVELS WITH LONG HANDLES
2	SMALL SQUARE END TABLES
5	SMALL TOSS RINGS
1	SMALL WOOD 4-DRAWER DESK
1	SMOKE BLACK CLOTH CHAIR

**Cornell Companies, Inc.****Asset List**

<b>Qty</b>	<b>Description</b>
1	SOCCER BALL
1	SONY BOOM BOX RADIO/CD PLAYER
4	SPADE
1	SPEEDEX KEY CUTTING MACHINE

1	STACK-ON TOOL BOX
1	STRATEGO GAME
1	SWING ARM MAGNIFYING LAMP
1	TABLE TENNIS GAMES
1	T-BALL HOME PLATE
1	TRASH CAN FULL OF BALLS, BATS, GLOVES
7	VOLLY BALLS
2	WEEDER HOES
4	WHITE PLASTIC FOLDING CHAIRS
1	WHITE SQUARE CARD TABLE
1	WOOD 2-DRAWER LETTER SIZE FILE CABINET
1	WOOD 4-DRAWER DESK
1	WOOD HAND SAWS
2	WOOD KEY BOXES - 2' X 4'
1	WOODEN 2-SHELF BOOKCASE
3	WOODEN LOCKERS
2	WOODEN LOCKERS
2	WOODEN LOCKERS
10	WOODEN LOCKERS
1	YELLOW KICK BALL
1	ZENITH 24" TV
1	Wilmer phone wiring
1	CABLING
1	1364 - 1995 WHITE FORD E-350 C
1	1365 - 1995 WHITE FORD E-350 C
1	1366 - 1995 WHITE FORD E-350 C

**Cornell Companies, Inc.****Asset List**

<b>Qty</b>	<b>Description</b>
1	1368 - 1996 WHITE FORD E-350 C
1	2003 FORD ECONOLINE VAN
1	1373 - PORTABLE RADIOS & CHARG
1	1374 - DESKS & CHAIRS
1	1375 - OFFICE PANELS AND ACCES

1	1380 - FOOD PROCESSOR
1	1381 - COMPUTER DESKS
1	1382 - FURNITURE FOR COTTAGE / C
1	1383 - MOLDED PLASTIC STACK CH
16	1384 - STENO CHAIRS (QTY=16)
5	1385 - SIDE CHAIRS (QTY =5)
1	1386 - EXECUTIVE CHAIR
1	1387 - RECEPTION DESK L SHAPE
1	1388 - STACK CHAIRS, STD BACK,
2	2 PCS W/ WARRANTIES
1	LASERJET PRINTER
9	CUSTOM COMPUTERS
1	ROUTER
1	DATA WIRING FOR WILMER
1	1399 - AST COMPUTER& MONITOR
1	1400 - TOSHIBA COMPUTER & MONI
2	1401 - 2 COMPUTERS W/ MONITORS
1	1402 - COPIER
1	1403 - SECURITY RADIOS
1	1404 - DELL PENTIUM 100 COMPUT
1	1405 - HP 5P LASER JET PRINTER
1	1406 - DIGITECH COM DIAL PHONE
3	1407 - 3 DELL PENTIUM 90C COMP
1	1408 - NT SERVER CD AND TAPE B
1	1409 - HP 4P LASERJET PRINTER
1	1410 - DELL PENTIUM 90C W/ MON
1	1411 - DELL PENTIUM 100C COMPU
1	1412 - DELL DIMESION 5120T
1	1413 - 15 STARGAZER II SERIES
1	1414 - 1 STARGAZER FTSERIES P1
1	1415 - ETHERNET CABLING & EQUI
1	1416 - MS OFFICE PROF. SOFTWARE
1	1417 - MISC. HARDWARE FOR INST

**Cornell Companies, Inc.****Asset List**

<b>Qty</b>	<b>Description</b>
1	1418 - PENTIUM 200HZ W/MONITOR
1	1419 - TOSHIBA 205 LAPTOP COMP
1	1420 - INSTALL SOFTWARE AND CO
1	1421 - 2 HP LASERJET 6P, 8 HP
1	1422 - INSTALL SOFTWARE AND CO
1	1441 - CANON PC770 COPIER

1	1606 - MICRON P200 COMPUTER
1	1607 - MICRON P200 COMPUTER
1	1608 - MICRON P200 COMPUTER
1	1609 - MICRON P200 COMPUTER
1	1610 - MICRON P200 COMPUTER
1	2027 - NEC NOTEBOOK - DEVERAUX
1	3553 - HP Laserprinter
1	3554 - Routers
1	3617 - Printer
1	3618 - Printer
10	CUSTOM COMPUTER
2	CUSTOM COMPUTER
3	HP LJ 4200N
3	HP LASERJET 4200N
10	AOPEN H500A
2	MICROSOFT OFFICE PRO 2003
5	VIEWSONIC 17 E70 MONITOR"
1	SMARTUPS 1500VA
1	100BTX INLINE POWER + 2
1	MONO LASERJET 435ON 1200DPI
1	PAPER SHREDDER
4	REVOLUTION CLUB CYCLES
2	HIGH SPEED SPECTRUM BUFFERS
1	1554 - FLOOR POLISHER
2	FLOOR POLISHERS
2	INOCULATEIT SOFTWARE LICENSES
1	1438 - LICENSES/SOFTWARE-JOB T
1	1844 - 4 - ACCESS 97
2	MICROSOFT XP
1	1439 - PHONE SYSTEM
50	2091 - PHONES
1	NORTEL TELEPHONE/VOICEMAIL SYS
1	DESK
1	CREDENZA

**Cornell Companies, Inc.****Asset List**

<b>Qty</b>	<b>Description</b>
1	CHAIR
1	FILE CABINET
1	1376 - DESKS & CHAIRS
1	1377 - DESKS & CHAIRS
1	1378 - FOLD UP CHAIRS
1	1379 - DESK, SHELL, DRAWERS &

1	1930 - 6FT OAK TABLE
6	1931 - 6 - SWIVEL CHAIRS
4	1932 - 4 - GUEST CHAIRS
1	1934 - DESK U-SHAPED W/ HUTCH
1	1937 - COFFEE TABLE
1	1938 - CREDENZA
1	1940 - FILE CABINET
1	1973 - PANASONIC FAX MACHINE
2	INOCULATEIT SOFTWARE LICENSES

## **EXHIBITS**

**EXHIBIT A**

**Vendor Operational Plan**

(Required for contracts with Each Vendor Over \$100,000 or for the operation of a CCF)

## **EXHIBIT B**

### **STAFFING DETAIL**

Provide a separate, easy to read, proposed staffing worksheet for all programs by shifts at the facility. Include all job descriptions and minimum qualifications for each position, proposed salary and the client to staff ratio for each position. If the person who will fill the position is known, identify that person and include a one page resume with this attachment. Identify those staff services to be provided via a contractual arrangement.

#### **General Administration**

Include staff responsible for daily management of facility's operations. (Facility Administrators, clerical, business management, personnel, etc.)

#### **Security and Control**

Include those staff responsible for providing security of the facility.

#### **Treatment**

Include those staff responsible for the treatment of the residents (Psychologist, counselors, caseworkers, etc.)

#### **Recreation**

Include those staff responsible for the physical education activities.

#### **Health Care**

Include the staff responsible for mental and physical health care. (Nurse, doctor, psychiatrist, etc.)

#### **Maintenance**

Include those staff responsible for routine janitorial cleaning of the facility and laundry services.

#### **Food Service**

Include those staff responsible for duties involving the serving of and clean up of meals.

**EXHIBIT C**  
**PERFORMANCE MEASURES**  
(One or More Required for Contracts over \$25,000)

Performance Measures for the services provided by the Performing Party are as follows:

**Requirement 1: The vendor must maintain proper written documentation for each counseling session;**

**Compliance Threshold 100% - Documentation for each counseling session is required;**

Each counseling session note will contain four components. 1) An assessment from the counselor of the client's understanding of the material covered. 2) The level of participation in the session by the client. 3) Assessment of the client's progression, and prognosis of his level risk at the end of the session. A sign-in sheet that includes the date, time, type of group, and signatures of client's that attended that group are to be maintained for each treatment session.

Adjustment:

If the vendor fails to keep proper documentation for each counseling session as detailed above a **penalty of \$25.00** will be assessed against the vendor for the day's documentation is missing. Files for audits will be randomly selected.

**Requirement 2: The vendor must provide weekly and or monthly progress notes for all clients enrolled in the residential program.**

**Compliance Threshold 100% - Progress notes for all clients enrolled in each program**

Weekly progress notes for all clients enrolled in the intensive residential treatment program must submitted to CSCD by Monday at 12pm. Monthly progress notes must be submitted to CSCD by the the 5<sup>th</sup> day of the each month clients are enrolled in the supportive residential treatment program. Each progress report should include a prognosis of where a client is in terms treatment, detail the number of sessions attended, the type of group attended, and the ratio of client's to counselor in that group attended.

Adjustment

The contractor will be charged a penalty of \$25 per client if progress reports are not submitted to CSCD on a timely manner.

**Requirement 3: Pre discharge community readiness planning.**

**Compliance Threshold 100% - Programming must include planning that will assist clients to reintegrate into the community.**

Efforts must be made that will prepare clients for their life in the community. These would include help obtaining housing, assistance with IDs, job seeking, enrolling in educational programs etc. Contractor must work closely with the treatment team to ensure for a smooth transition to the CSCD aftercare program (STAC).

Adjustment

Contractor will be assessed a penalty of \$100 per client if these efforts are not properly documented in the client's file.

**Requirement 4: Contractor must provide adequate security at the facility at all times.**

**Compliance Threshold: 100%** - Clients must be supervised at all times to ensure their safety and the safety of all others.

All units must be monitored twenty four hours a day seven days a week. Monitoring must include regular walk through by security personnel which must be conducted at least 3X times during all shifts. Random dorm/unit and bed checks must also be conducted on all days. A security log must be maintained documenting the date, time, and location of each walk through. Violations of any sort must be documented and a copy must be submitted to the CSCD personnel on site. Night shifts should include perimeter checks of each unit are to be performed. CSR completed by clients must be supervised by a staff member. A staff member must maintain a clear line of sight of the clients as they participate in the CSR activity.

**Adjustment**

Failure to perform the security checks and document appropriately in the security logs will result in the contractor being assessed a fine of **\$250.00 for each day of violation.**

## EXHIBIT D

### PERFORMANCE DATA FROM PROGRAMS YOU OPERATE

Provide all of the following information for each program your firm operates.

1. Name of program
2. Location
3. Type of program
4. Type of program components
5. Length of involvement
6. If applicable, was contract renewed and if not, why?
7. Nature of involvement
8. Contact persons name and phone number to verify information
9. Number of clients enrolled in each program component
10. Number of successful discharges and percent
11. Number of unsuccessful discharges and percent
12. Average length of stay (days) for successful discharges
13. Average length of stay (days) for unsuccessful discharges
14. Number of clients and percent recidivating
15. Number of Runaways
16. Number and type of complaints from residents
17. Number of incidents
18. Number of incidents requiring medical treatment
19. Number of incidents requiring hospitalization
20. Number of incidents requiring termination of staff
21. Number of lawsuits filed against organization (for operations at this facility)
22. Outcomes of lawsuits filed against organization (for operations at this facility)

## **EXHIBIT E**

### **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 ({with the exception of community corrections facilities (Tex. Gov't Code, § 76.010)}, 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.

# EXHIBIT F

## SUBSTANCE ABUSE TREATMENT STANDARDS

### TEXAS ADMINISTRATIVE CODE. Title 37. PUBLIC SAFETY AND CORRECTIONS

#### Part VI. TEXAS DEPARTMENT OF CRIMINAL JUSTICE

##### Chapter 163. COMMUNITY JUSTICE ASSISTANCE DIVISION STANDARDS

##### §163.40 SUBSTANCE ABUSE TREATMENT STANDARDS

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

- (1) **Admission** - The administrative process and procedure performed to accept an offender into a treatment program or facility.
- (2) **Aftercare** – Counseling and community based support services that are designed to provide continued support for treatment delivered in a residential or outpatient program
- (3) **Aftercare Caseloads** – Supervision and support services for offenders who have completed a substance abuse treatment program.
- (4) **Assessment** – A process conducted by a qualified credential counselor (QCC) trained to administer a structured interview to determine the nature and extent of an offender’s chemical abuse, dependency, or addiction, to assist in making an appropriate referral. Other criminogenic risks/needs will be assessed and incorporated into the individual treatment plan.
- (5) **Best Practices** – In these standards, Best Practices are evidence-based substance abuse treatment programs that address concepts such as criminogenic risks/needs, responsivity and cognitive-behavioral treatment, and programs that possess the following hallmarks.
  - (A) validated treatment assessments that include criminogenic risks/need factors;
  - (B) a treatment regimen that focuses on changing criminogenic risks/needs, behaviors, and thinking patterns;
  - (C) a treatment regimen that includes a specific, cognitive-behavioral program that has been recognized in professional criminal justice journals;
  - (D) responsivity in addressing offenders’ needs and employment of qualified staff; and
  - (E) measurable outcomes to reduce substance abuse, dependency or addiction and other criminogenic risks/needs.
- (6) **Chemical Dependency** - Substance-related disorders as that term is used in the most recent published edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM).
- (7) **Continuum of Care** - A system that provides for the uninterrupted provision of essential services from initial assessment through completion of treatment
- (8) **Counseling** - Face-to-face interactions between offenders and counselors to help offenders identify, understand, and resolve their personal issues and problems related to their substance abuse or chemical dependency. Counseling may take place in groups or in individual meetings.
- (9) **Counselor** - A qualified credentialed counselor, graduate or counselor intern working towards licensure that would qualify them to be a qualified credentialed counselor (QCC).
- 10) **Counselor Intern** - An advanced student or graduate in a professional field gaining supervised professional experience.
- (11) **Criminogenic Risk/Needs** – Dynamic risk factors that are directly related to crime production, such as antisocial peers; antisocial beliefs, values and attitudes; substance abuse, dependency or addiction; anger/hostility; poor self-management skills; inadequate social skills; poor attitude toward work/school; and poor family dynamics.

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

**(13) Direct Care Staff** – Staff responsible for providing treatment, care, supervision, or other direct client services that involve face-to-face contact with an offender.

**(14) Discharge** – Formal, documented termination of services.

**(15) Discharge Summary** – A written report of the offender's progress and participation while in treatment, including a discharge plan that provides an aftercare/supervision plan designed to sustain progress for offenders successfully completing treatment.

**(16) Education** - Educational instruction; a planned, structured presentation of information which is related to substance abuse or chemical dependency. Education is not considered counseling.

**(17) Emergency** - A situation requiring immediate attention and action to treat or prevent physical, or emotional, harm, or illness.

**(18) Evaluation** – A process conducted by a CSO trained to administer the TDCJ-CJAD Substance Abuse Evaluation (SAE) instrument to determine the nature and extent of an offenders chemical abuse, dependency or addiction to assist in making an appropriate referral. Other criminogenic risk/needs will be assessed and incorporated into the individual treatment plan.

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

**(20) Graduate** – A counselor intern who has successfully completed education and work experience requirements prior to licensure by the Texas Department of State Health Services (formerly Texas Commission on Alcohol and Drug Abuse).

**(21) Grievance** - A formal complaint limited to matters affecting the complaining offender personally and limited to matters that the facility/program has the authority to remedy.

**(22) Intake** – The process of gathering information to determine if an offender is eligible and appropriate for services, and providing information to the offender about a program's services and rules.

**(23) Life Skills Training** – A structured program of training, based upon a written curriculum and provided by qualified staff designed to help offenders with social competencies, such as communication and social interaction, stress management, problem solving, decision making, and management of daily responsibilities.

**(24) Primary Counselor** - An individual working directly with and being responsible for the treatment of the offender.

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

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

**(26) Responsivity** – Matching the characteristics of the offender with the program modality, and the knowledge, skills, and abilities of the staff. It includes offender’s learning style and readiness for treatment; the quality of the treatment relationship; and the staff’s therapeutic approach, cultural competency, use of reinforcement, and modeling.

1.

**(27) Screening** – The initial stage of a process in which it is determined if an offender has a chemical dependency problem that may require further assessment or evaluation.

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

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

**(30) Structured Activity** – A planned, interactive, scheduled event that is overseen by staff in which participants actively take part in an activity related to recovery, health, life skills, or interpersonal skills.

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

**(32) Treatment Team** – The treatment team shall consist of at least the offender, the offender’s counselor, a CSO and/or residential CSO (when appropriate).

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

**(c) Personnel & Staff Development/Accreditation.** The employer shall ensure that employees acquire and maintain any credentials, licensing, certifications, or continuing education required to perform their duties, with copies kept in their personnel files.

**(d) Admissions and Removals.**

**(1) Eligibility** – Programs shall have written eligibility criteria specific to the services and mission of the program. Offenders may be admitted into a program only by order of the court and only if they meet the minimum eligibility criteria as outlined in the program policies, licensure or CJAD approved program design. Offenders found to be ineligible for admission within 10 days of arrival at the program shall not be counted in program admissions.

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

**(A)** there is responsivity between the treatment services provided by the program and the offender's criminogenic risks/needs, or

**(B)** a court orders the offender into the program and the subsequent assessment indicates the need for treatment services; or

**(C)** the program allows readmissions and the offender meets the admission criteria.

**(3)** For offenders who are placed in treatment programs who do not meet admission or eligibility criteria, a mechanism or procedure shall be developed for offender removal. A review and justification explaining the reason the offender does not meet admission criteria shall be required with copies kept in the offenders file. Offenders who do not meet eligibility criteria will be considered ineligible and shall not be counted as “discharged.”

**(e) Intake.** There shall be written policies and procedures establishing an intake process to determine eligibility for offenders entering a substance abuse treatment program. The intake process must be completed within ten working days of an offender’s arrival in a program.

**(f) Initial Assessment Procedures.** Acceptable and recognized assessment tools shall be used in all substance abuse treatment programs within ten working days from date of admission. Assessment policies and procedures shall require the use of approved clinical measurements and screening tests. If the screening identifies a potential mental health problem, the facility shall obtain a mental health

assessment and seek appropriate mental health services when resources for mental health assessments and services are available internally or through referral at no additional cost to the program. Assessment procedures shall include the following:

- (1) identification of strengths, abilities, needs and substance preferences of the offender;
- (2) summarization and evaluation of each offender to develop individual treatment plans;
- (3) assessments completed by a QCC, or if the assessor is a Counselor Intern, then the documentation must be reviewed and signed by a QCC.

**(g) Assessments.** The assessment shall include:

- (1) a summary of the offender's alcohol or drug abuse history including substances used, date of last use, date of first use, patterns and consequences of use, types of and responses to previous treatment, and periods of sobriety;
- (2) family information, including substance use and abuse by family members and supportive or dysfunctional relationships;
- (3) vocational and employment status, including skills or trades learned, work record, and current vocational plans;
- (4) health information, including medical conditions that present a problem or that might interfere with treatment;
- (5) emotional or behavioral problems, including a history of psychiatric treatment;
- (6) educational achievement level;
- (7) intellectual functioning level;
- (8) responsivity analysis; and
- (9) a diagnostic summary signed and dated by a QCC.

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

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

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

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

- (1) court order placing the offender into the program;
- (2) initial intake information form;
- (3) referral documentation;
- (4) case information from referral source, if applicable;
- (5) release of information forms;
- (6) relevant medical information;
- (7) case history and assessment including risk and needs assessment and Strategies for Case Supervision if required;
- (8) individual treatment plan;

(9) evaluation and progress reports; and

(10) discharge summary.

4.

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

5.

**(m) Treatment Planning and Review.** Initial individual Treatment Plans will be completed by the counselor collaborating with the offender within ten working days from the date of an offender's admission to a Community Corrections Facility (CCF), County Correctional Center (CCC) or any other substance abuse treatment program or through a similar process approved by the Community Supervision and Corrections Department (CSCD). Substance abuse treatment shall be based on substance abuse, chemical dependency or addiction and other criminogenic risks/needs identified through assessments and revised according to the offender's successful resolution of those substance abuse, chemical dependency or addiction and other criminogenic risks/needs. Treatment plans shall include criteria for discharge that are based on the achievement of treatment plan goals and shall be reviewed at timely intervals with a minimum of once each month or when major changes occur (e.g., change in stage). The treatment planning and review process shall ensure that:

(1) the primary counselor meets with the offender as needed to review the treatment plan, evaluating goal progress and revisions;

(2) all revised treatment plans be signed and dated by the counselor and the offender; and

(3) results of the review are documented and placed in the treatment file, with a copy to the CSO.

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

**(o) Changes in Treatment Stages.** Each treatment program shall develop written criteria based on achievement of treatment plan goals for an offender to advance or regress from a stage of treatment. An offender must meet the criteria for a change in the stage of treatment before such a change or a discharge is implemented. The treatment team shall confer when the offender is subject to a major setback in the program and prior to discharge.

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

(1) Successful Discharge – the offender has made sufficient progress towards meeting the objectives of the Treatment Plan, including addressing criminogenic risk/needs and program requirements;

(2) Administrative Discharge - the offender has satisfied a period of placement as a condition of community supervision, the offender is removed by order of the court or the offender is removed by operation of law for conduct occurring prior to admission into the program;

(3) Unsuccessful Discharge - the offender has demonstrated non-compliance with the program criteria or court order, including absconding from the program; or

(4) Medical Discharge - the offender manifests a medical or psychological problem, including death, that prohibits participation or completion of the program requirements.

**(q) Discharge Plan.** The treatment team shall adopt a discharge plan for each offender prior to successful discharge. The discharge plan shall be sent to the offender's supervision officer within seven days after discharge and provide a summation of:

(1) clinical problems at the onset of treatment and original diagnosis;

(2) the problems or needs and strengths or weaknesses identified on the master treatment plan;

(3) the goals and objectives established;

(4) the course of treatment;

(5) the outcomes achieved; and

(6) a continuum of care/relapse plan for aftercare treatment, which must be prepared with the offender and a family member or significant other, if appropriate and available.

(r) **Discharge Summary.** A Discharge Summary shall be prepared for all offenders who leave the program as an unsuccessful, administrative or medical discharge. The summary shall include elements (1) – (6) of the Discharge Plan.

(s) **General Program Services Provisions.** Specific services shall be required of all substance abuse treatment programs. Written policies and procedures shall ensure the following standards are met.

(1) All substance abuse services shall be delivered according to a written treatment plan that has been developed from the offender's assessment;

(2) Group counseling sessions are limited to a maximum of sixteen offenders. Group education and life skills training sessions are limited to a maximum of thirty-five offenders. These limits do not apply to multi-family educational groups, seminars, outside speakers, or other events designed for a large audience.

(3) All programs shall employ a QCC.

(4) All counselor interns shall work under the direct supervision of a QCC.

(5) Chemical dependency counseling must be provided by a QCC, graduate or counselor who has the specialized education, training, or expertise in the subject matter to be delivered. Chemical dependency education shall be provided by counselors or individuals who have the specialized education, training, or expertise in the subject matter to be delivered.

(6) Direct care staff shall be awake and alert on site during all hours of program operation.

(7) Residential programs shall have at least one counselor on duty at least eight hours a day, five days a week.

(8) Offenders in residential programs shall have an opportunity for eight continuous hours of sleep each night. Staff shall conduct and document at least three checks while offenders are sleeping.

(9) The program shall include a culturally diverse curriculum applicable to the population served and shall be evidenced through demonstrated, appropriate counseling and instructional materials.

(10) Members of the offender treatment team shall demonstrate effective communications and coordination, as evidenced in staffing, treatment planning and case-management documentation.

(11) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

(A) conformity with state regulations; and

(B) documentation of the administration of medications, medication errors, and drug reactions.

(12) Chemical dependency education and life skills training shall follow a course outline that identifies lecture topics and major points to be discussed. All educational sessions shall include offender participation and discussion of the material presented.

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

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

(15) Offenders shall have access to HIV counseling and testing services directly or through referral, as follows:

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

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

(C) in all TDCJ-CJAD funded facilities, testing, as well as pre- and post-test counseling, is to be provided by the medical department or contracted medical provider.

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

- (A) services may be made available directly or through referral.
- (B) if an offender tests positive for tuberculosis or a sexually transmitted disease, the program shall refer the offender to an appropriate health care provider and take appropriate steps to protect offenders and staff.
- (C) a community corrections facility shall report to the local health department the release of an offender who is receiving treatment for tuberculosis.

(17) The program shall:

- (A) refer pregnant offenders who are not receiving prenatal care to an appropriate health care provider and monitor follow-through; and
- (B) refer offenders to ancillary services (such as mental health services) necessary to meet treatment goals.

(18) CSCDs that contract for services shall give preference to available programs that include the following elements of “Best Practices” in criminal justice treatment. CSCDs that conduct their own programs are required to incorporate the following elements of “Best Practices” in criminal justice treatment:

- (A) validated treatment assessments that include substance abuse, dependency or addiction and other criminogenic risks/needs factors;
- (B) a treatment regimen that focuses on changing substance abuse, dependency or addiction and other criminogenic risks/needs, behaviors, and thinking patterns;
- (C) a treatment regimen that includes a specific, cognitive-behavioral program that has been recognized in professional criminal justice journals; and
- (D) responsivity in addressing offenders’ needs and employment of qualified staff.

(19) CSCDs that place offenders in substance abuse treatment programs shall ensure that offenders are referred to available aftercare services, giving preference to programs that incorporate “Best Practice” elements.

**(t) Stages of Treatment.** All CCFs providing substance abuse treatment shall designate in the current facility's Community Justice Plan (CJP) program proposal stages of treatment to be provided as described in sections (u) through (y) below.

**(u) Detoxification.** Offenders being referred to detoxification services must be referred to appropriately licensed service providers.

**(v) Intensive Residential Treatment.** Written policies and procedures shall ensure the following:

6. (1) All offenders admitted to Intensive Residential Treatment shall have written justification to support their admission, be medically stable, and able to participate in treatment.
- (2) The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed ten offenders.
- (3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide all required program services, maintain an environment that is conducive to treatment, and ensure the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.
- (4) Program counselors shall complete a comprehensive offender assessment and individual treatment plan within ten working days of admission.

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

- (A) ten hours of chemical dependency counseling using a cognitive-behavioral approach with no less than one hour of individual counseling;
- (B) ten hours additional education, counseling, life skills, or rehabilitation activities; and

(C) five hours of structured social or recreational activities.

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

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

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

(9) The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured, supportive environment. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All direct care staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Components of the cognitive program shall at a minimum include:

(A) ways to identify thinking patterns; and

(B) a social skills training component.

(w) **Supportive Residential Treatment.** Written policies and procedures shall ensure the following:

(1) All offenders admitted to Supportive Residential Treatment shall have written justification to support their admission, be medically stable, and able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.

(2) The program shall have adequate staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed twenty offenders, unless the program can provide research-based evidence in writing to justify a higher caseload size based on the program design, characteristics, and needs of the population served, and any other relevant factors.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide for the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

(4) Counselors shall complete a comprehensive offender assessment and individualized treatment plan within ten working days of admission for all offenders.

(5) The program shall deliver no less than six hours per week of chemical dependency counseling with a cognitive-behavioral approach (one hour per month of which shall be individual counseling) for each offender.

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

(7) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. Components of the cognitive program shall at minimum include:

(A) ways to identify thinking patterns; and

(B) a social skills training component.

(x) **Outpatient Treatment.** Written policies and procedures shall ensure the following:

7.

(1) All offenders admitted to Outpatient treatment programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.

(2) The program shall have adequate staff to provide offenders support and guidance to ensure effective service delivery, safety, and security. Staffing patterns shall be submitted to the funding entity.

- (3) The program shall set limits on counselor caseload size to ensure effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the funding entity.
- (4) Didactic groups shall not exceed thirty-five offenders in a group.
- (5) Therapeutic groups shall not exceed sixteen offenders in a group.
- (6) For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty calendar days of admission for all offenders.
- (7) For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten calendar days of admission for all offenders.
- (8) Intensive outpatient programs shall deliver no less than six hours per week of chemical dependency counseling with a cognitive behavioral approach.
- (9) Supportive outpatient programs shall deliver no less than two hours per week of chemical dependency counseling.
- (10) Counseling and education schedules shall be submitted to the funding entity for approval.
- (11) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings.
- (12) The outpatient treatment stages may be utilized for residents in the work release phase of any residential substance abuse treatment program.

8.

(y) **Special Needs Populations.** Written policies and procedures shall ensure the following:

- (1) Programs that address the special mental health, intellectual capacity, or medical needs of offenders must provide appropriate treatment either by program staff or through contracted services.
- (2) Admission to a special needs program must be based on a documented mental health, intellectual capacity, or medical need.
- (3) When the assessment process indicates that the offender has coexisting disabilities / disorders, the Treatment Plan shall specifically address those issues that might impact treatment, recovery, relapse, and/or recidivism.
- (4) Personnel qualified in the treatment of coexisting disabilities / disorders shall be available.
- (5) Within ninety-six hours of admission to a special needs residential program, offenders shall be administered a medical and psychological evaluation.
- (6) Within ten days of admission to a residential program for special needs offenders, the program administrator or designee shall contact the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) regarding the offender's status. As soon as discharge date is projected, TCOOMMI shall be notified in writing of plans for a continuum of care after discharge, regardless of whether or not the discharge is for successful completion of the program.
- (7) Residential facilities providing services for special needs populations shall have procedures to provide access to health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments must rest with a single designated responsible physician licensed by the state.

9.

- (A) Services/treatment shall be directed toward maximizing the functioning and reducing the symptoms of offenders.
- (B) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:
  - (i) conformity with state regulations;
  - (ii) documentation of the rationale for use and goals of service/treatment consistent with the individual plan of treatment;
  - (iii) documentation of the administration of medications, medication errors, and drug reactions; and

(iv) procedures to follow in case of emergencies.

10.

(8) There shall be procedures for documenting that the offender has been informed of medication management procedures.

(9) Offenders shall be actively involved in decisions related to their medications.

(10) Programs for special needs offenders must follow the same staffing for treatment levels as the levels for other offenders, except all residential programs shall maintain caseloads of no greater than sixteen offenders for each counselor.

(11) Programs operating in residential facilities shall ensure that offenders will have no less than ten days of appropriate medication for use after discharge.

**(z) Use of Force.** The CSCD director and Facility director shall ensure that a residential treatment program has written policies, procedures, and practices that restrict the use of physical force to instances of self-protection, protection of offenders or others or prevention of property damage. In no event is the use of physical force against an offender justifiable as punishment. A written report shall be prepared following all used of force, and all such written reports shall be promptly submitted to the CSCD director and Facility director for review and follow-up. The application of restraining devices, aerosol sprays, chemical agents, etc. shall only be accomplished by an individual who is properly trained in the use of such devices and only in an emergency by any individual in self-protection, protection of others or other circumstances as described previously.

**EXHIBIT G**  
**RESIDENTIAL SERVICES STANDARDS**

**TEXAS ADMINISTRATIVE CODE. Title 37. PUBLIC SAFETY AND  
CORRECTIONS**

**Part VI. TEXAS DEPARTMENT OF CRIMINAL JUSTICE**

**Chapter 163. COMMUNITY JUSTICE ASSISTANCE DIVISION STANDARDS**

§163.39 RESIDENTIAL SERVICES

11.

**(a) General Administration.**

**(1) Purpose.** Residential facilities and contract residential beds funded by TDCJ-CJAD shall provide the courts with a sentencing alternative for the purpose of:

**(A)** confining offenders placed on community supervision and others who are eligible in accordance with statutes;

**(B)** providing sanctions, services, and programs to modify criminal behavior, deter criminal activity, protect the public and restore victims of crime ; and

**(C)** strengthening and expanding the options that are available to judges to impose alternatives other than imprisonment for offenders who violate court-ordered conditions of community supervision.

**(2) Feasibility studies.** A judicial district interested in establishing a residential Community Corrections Facility (CCF) or County Correctional Center (CCC) shall first conduct and prepare a feasibility study in accordance with the TDCJ-CJAD Feasibility Study Guidelines-Community Corrections Facility (January 2002). The product and results of such feasibility study shall be submitted to TDCJ-CJAD. After the receipt by TDCJ-CJAD of the initial feasibility study related to a proposed CCF, the CSCD/agency may be required to provide supplemental information or additional materials for further review and consideration.

**(3) Notice of Construction or Operation of a CCF or Other Facilities.**

**(A)** If a CSCD or private vendor operating under a contract with a CSCD or judicial district proposes to construct or operate a CCF or other correctional or rehabilitation facility within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or a political subdivision of the state, or a church, synagogue, or other place of worship, the CSCD must prominently post an outdoor sign at the proposed location of the facility. The sign must be at least 24 by 36 inches in size written in lettering at least two inches in size. The sign must state that a correctional or rehabilitation facility is intended to be located on the premises, and provide the name and business address of the CSCD. The municipality or county in which the CCF or other correctional or rehabilitation facility is to be located may require the sign to be both in English and a language other than English if it is likely that a substantial number of the residents in the area speak a language other than English as their familiar language.

**(B)** The CSCD must provide notice of the proposed location of the facility to the commissioners court of the county and/or governing body of the municipality where the facility is intended to be located if the commissioners court or governing body has submitted, by resolution, a written request to receive notice.

**(4) Public Meetings.** A CSCD or private vendor having a contract with a CSCD or judicial district may not establish a CCF or other correctional or rehabilitation facility unless the community justice council serving the CSCD has held a public meeting before the action is taken. In addition, a CSCD may not expend funds provided by TDCJ-CJAD to lease or purchase real property, construct buildings, or use a facility or real property acquired or improved with state funds for a CCF unless the community justice council serving the CSCD has held a public meeting before the action is taken. The public meeting must be held at a site as close as practicable to the location at which the proposed action is to be taken. The meeting must not be held on a Saturday, Sunday, or legal holiday. The meeting must begin after 6:00 p.m. More than 30 days before the date of the meeting, the department that the facility is to serve, or a vendor proposing to operate a facility, at a minimum must:

(A) publish by advertisement in three consecutive issues of a newspaper of, or in newspapers that collectively have, general circulation in the county in which the proposed facility is to be located a notice that is not less than 3 1/2 inches by 5 inches containing the following information:

- (i) the date, hour, place, subject of the hearing;
- (ii) address of the facility or property on which a proposed action is to be taken; and
- (iii) a description of the proposed action

(B) mail a copy of the notice to each police chief, sheriff, city council member, mayor, county commissioner, county judge, school board member, state representative, and state senator who serves or represents the area, unless the proposed facility has been previously authorized to operate at a particular location by a community justice council.

**(5) Maximum Offender Capacity and Facility Utilization.** The maximum offender capacity of a CCF or CCC shall be defined as the total number of offenders who can be housed at the facility at any given time as delineated by the operating agency in the most current community justice plan and approved by the TDCJ-CJAD director. CCFs and CCCs funded through TDCJ-CJAD shall reach 90% capacity within the first six months of operation and maintain a minimum of 90% thereafter, utilizing appropriate and eligible placements only. Any revisions to the maximum and minimum offender capacities for the CCF or CCC shall be subject to the approval by TDCJ-CJAD through the community justice plan amendment process.

**(6) Contract Residential Services.** Business entities, agencies or persons contracting with CSCDs or judicial districts for residential services shall comply with all applicable competitive bidding and other laws and regulations. CSCDs or judicial districts contracting with business entities, agencies or persons for residential services shall comply with any applicable competitive bidding and other laws and regulations. The CSCD director shall monitor, audit, and inspect the performance and compliance of the service provider and vendor with the terms and conditions of their contract with the CSCD and with applicable laws and regulations.

**(7) Mission Statement.** The CSCD director and Facility director shall prepare and maintain a mission statement that describes the general purposes and overall goals of the facilities programs.

**(b) Personnel.**

**(1) Screening for Tuberculosis Infection.** The CSCD director or Facility director shall ensure that as soon as practicable but not later than within 7 calendar days of assuming any duties within a CCF or CCC, all staff undergo a screening for tuberculosis infection. Follow-up screening for tuberculosis infection shall be conducted on all staff, at a minimum, once every year from the anniversary date of the initial screening. The results of all screenings shall be maintained on file.

**(2) Employment Coordinator.** Each Restitution Center shall have a designated employment coordinator whose primary duties and responsibilities include assisting offenders in obtaining/maintaining employment. The employment coordinator shall be responsible for addressing other employment issues for offenders such as résumé development, interviewing skills/techniques, and appropriate dress for job interviews.

**(3) Criminal Histories and Arrest Records.** Prior to employment, and on at least an annual or more frequent basis thereafter, criminal histories and arrest records shall be obtained from both the Texas Department of Public Safety and National Crime Information Center on each of the CCF's or CCC's employees, contract vendor staff (if applicable) and volunteers. This requirement shall apply to both vendor contract and CSCD operated CCFs and CCCs. Copies of the criminal history and arrest information and records shall be retained in the individual's personnel file.

**(4) Residential Officer Certification.** See §163.33 Community Supervision Officers (f).

**(5) Residential Personnel Training.** See §163.33 Community Supervision Officers (j); (1) Initial Training Requirements; (2) Defensive Driving.

12.

**(c) Building, Safety, Sanitation and Health Codes.**

**(1) Compliance.** The CSCD director and Facility director shall ensure that facility's construction, maintenance, and operations complies with all applicable state, federal and local laws, building codes and regulations related to safety, sanitation and health. Records of compliance inspections, audits, or written reports by internal and external sources shall be kept on file for examination and review by TDCJ-CJAD and other governmental agencies and authorities for all time periods from project or program inception forward. The CSCD director and Facility director shall promptly notify the TDCJ-CJAD in writing of any circumstances wherein the facility or its operations do not maintain such compliance.

(2) **Water supply.** The CSCD directors or designees shall ensure that the facility's potable water source and supply must be sanitary and be approved by an independent, qualified agency or individual to be in compliance with the applicable governmental laws and regulations.

(3) **Sanitation.** The facility shall conform with the applicable sanitation and health regulations and codes.

(4) **Waste.** The liquid and solid wastes related to the facility shall be collected, stored and disposed of in accordance with an approved plan by the regulatory authority, agency, or department.

(5) **Physical plant.** The facility's buildings, including the improvements, fixtures, electric, and heating and air conditioning, shall conform to all applicable building codes of federal, state and local laws, ordinances, regulations, and minimum guidelines established by the TDCJ-CJAD for physical plants and facilities housing offenders.

(6) **Fires.** The facility, its furnishings, fire protection equipment and alarm shall comply with the regulations of the fire authority having jurisdiction. Fire drills are to be conducted at least quarterly. There shall be a written evacuation plan to be used in the event of a fire. The plan is to be certified by an independent qualified governmental agency or department or individual trained in the application of national and state fire safety codes. Such plan shall be reviewed annually, updated if necessary, and reissued to the local fire jurisdiction. The facility shall have a qualified person conduct a fire inspection at least quarterly or at other intervals approved by the fire authority having jurisdiction. Fire safety equipment located at the facility shall be tested as specified by the manufacturer or the fire authority, whichever is more frequent. An annual inspection of the facility shall be secured from the fire authority having jurisdiction or other qualified person(s).

(7) **Emergency Plans.** There shall be written emergency plans for the facility and its operations, which include an evacuation plan, to be used in the event of a major flood, storm, or other emergencies. This plan is reviewed annually and updated, if necessary. Evacuation drills are to be conducted at least three times yearly. Each shift at least yearly must have conducted an evacuation drill when the majority of offenders are present. All facility personnel must be trained in the implementation of written emergency plans. The evacuation plan should specify preferred evacuation routes, subsequent dispositions and temporary housing of offenders, and provision for access to medical care or hospital transportation for injured offenders and/or staff. The facility's emergency plan(s) shall be distributed to local authorities such as law enforcement, state police, civil defense, etc. to keep them informed of their roles in the event of an emergency. Such emergency plan(s) shall include the following:

(A) location of buildings/room floor plan;

(B) use of exit signs and directional arrows that are easily seen and read; and

(C) location(s) of publicly posted plan.

13.

(d) **Separate Inmate Housing.** The CSCD director and Facility director shall ensure that a facility that is part of or attached to a detention facility or a correctional institution shall house facility offenders separately from the inmates. At no time shall CCF or CCC residents/offenders be co-mingled with inmates.

(e) **Program and Service Areas.**

(1) **Space and Furnishings.** The facility shall have space and furnishings to accommodate activities such as group meetings, private counseling, classroom activities, visitation, and recreation.

(2) **Housekeeping and Maintenance.** The CSCD director and Facility director shall ensure that the facility is clean and in good repair, and a housekeeping and maintenance plan is in effect.

(3) **Other Physical Environment and Facilities Issues.** There shall be written policy and procedures to ensure the following with respect to the CCF and CCC:

(A) space shall be provided for janitor closets which are equipped with cleaning implements.

(B) there shall be storage areas in the facility for clothing, bedding, and cleaning supplies.

(C) there shall be clean, usable bedding, linen, and towels for new residents with provision for exchange or laundering on at least a weekly basis.

(D) on an emergency or indigent basis, the facility shall provide personal hygiene articles.

(E) there shall be adequate control of vermin and pests.

(F) there shall be timely trash and garbage removal.

(G) sanitation and safety inspections of all internal and external areas and equipment shall be performed and documented on a routine basis to protect the health and safety of all offenders, staff, and visitors.

**(f) Supervision.**

**(1) Operations Manual.** An operations manual shall be prepared for and used by each CCF and CCC which shall contain information and specify procedures and policies for offender census, contraband, supervision, physical plant inspection and emergency procedures, including detailed implementation instructions. Such operation manual shall be accessible to all employees and volunteers. The operations manual shall include, at a minimum, the matters set forth in the Guidelines for the Policies and Procedures of TDCJ-CJAD Funded Residential Facilities, dated October 31, 2001 . The operations manual shall be submitted to the TDCJ-CJAD director for review and approval, and such manual must have been approved by the TDCJ-CJAD director at least 60 days prior to acceptance of offenders into the facility. Offenders cannot be accepted into the facility until approval is granted by the TDCJ-CJAD. The CSCD director and Facility director shall ensure that the operations manual is reviewed at least every two years, and new or revised policies and procedures are made available, including all changes, prior to implementation to designated staff and volunteers. This manual shall be submitted to TDCJ-CJAD upon request or for auditing purposes.

**(2) Staffing Availability.** The CSCD director and Facility director shall ensure that the facility has the staff needed to provide coverage of designated security posts, surveillance of offenders and to perform ancillary functions. The facility shall have at least one staff member, on duty, who is the same gender as the offender population.

**(3) Activity Log.** The CSCD director and Facility director shall ensure that CCF and CCC staff maintain an activity log and prepare shift reports that record, at a minimum, emergency situations, unusual situations, unusual incidents and record all absences of offenders from a facility.

**(4) Use of Force.** The CSCD director and Facility director shall ensure that a CCF and CCC has written policies, procedures, and practices that restrict the use of physical force to instances of self-protection, protection of offenders or others or prevention of property damage. In no event is the use of physical force against an offender justifiable as punishment. A written report shall be prepared following all uses of force, and all such written reports shall be promptly submitted to the CSCD director and Facility director for review and follow-up. The application of restraining devices, aerosol sprays, chemical agents, etc. shall only be accomplished by an individual who is properly trained in the use of such devices and only in an emergency by any individual in self-protection, protection of others or other circumstances as described previously.

**(5) Use of Firearms.** The CSCD director and Facility director shall ensure that the possession of firearms by staff is banned and use of firearms is prohibited in or on facility property except in the execution of official duties by certified peace officers or other duly licensed law enforcement personnel.

**(6) Access to Facility.** The facility shall be secured to prevent unrestricted access thereto by the general public or others without proper authorization.

**(7) Control of Contraband/Searches.** There shall be policies defining facility shakedowns, strip searches, and pat searches of offenders to control contraband and provide for its disposal.

**(8) Levels of Security.** The CSCD director and Facility director must ensure that levels of security appropriate for the population served by the facility are maintained at all times. These levels of security must create, as a minimum, a monitored and structured environment in which a offender's interior and exterior movements and activities can be supervised by specific destination and time. The facility director or designee may, at his or her discretion, grant offenders exterior movements. Exterior movements include, but are not limited to employment programs, community service restitution, support/treatment programs, and programmatic incentives. The following minimum requirements must be met for all exterior movements:

14.

(A) the facility director or designee approves the exterior movement;

(B) a staff member orally advises the offender of the conditions and limitations of the exterior movement;

(C) the offender acknowledges in writing an understanding of the conditions and limitations of the exterior movement;

(D) exterior movements involving programmatic incentives may only be granted if the following additional requirements are met:

- (i) the offender meets all established requirements for the programmatic incentive, as determined by the supervisor of the program, and submits a written request for the exterior movement;
- (ii) the requested absence will not exceed 72 hours unless there are unusual circumstances;
- (iii) the offender provides an itinerary for the absence including method of travel, departure and arrival times, and locations during the exterior movement;
- (iv) the facility director or designee approves the itinerary and establishes the conditions of the exterior movement involving programmatic incentives; and
- (v) a staff member shall make random announced or unannounced personal or telephone contacts with the offender to verify the location of the offender during the exterior movement.

15.

**(9) Emergency furloughs.** The facility director or designee may, in his or her discretion, grant an emergency furlough to an offender for the purpose of allowing the offender to attend a funeral, visit a seriously ill person, obtain medical treatment, or attend to other exceptional business. Emergency furloughs may only be granted if the following conditions are met:

16.

- (A) the offender submits a written request for the emergency furlough;
- (B) the facility director or designee verifies through an independent source including, but not limited to a physician, Red Cross representative, minister, rabbi, priest, or other spiritual leader that the presence of the offender is appropriate;
- (C) the offender provides proposed itinerary including method of travel, departure and arrival times, and locations during the emergency furlough;
- (D) the requested absence will not exceed 72 hours unless there are unusual circumstances;
- (E) the court of original jurisdiction approves the travel if the offender will depart the State of Texas;
- (F) the facility director or designee approves the itinerary and establishes the conditions of the emergency furlough; and
- (G) the facility director or designee shall notify by sending an electronic or fax copy of the approved itinerary to the director of the CSCD of the court of the original/sending jurisdiction prior to the date that the emergency furlough is approved to begin;

**(10) Supervision Process.** See §163.35 (c) Supervision Process; (3) Case Classification; (5) Case Supervision or Treatment Plan; and, (6) Reassessments.

**(g) Client Abuse, Neglect, and Exploitation.** The facility must protect the offenders from abuse, neglect and exploitation.

**(h) Rules and Discipline.** There shall be documentation of program rule violations and the disciplinary process.

**(1) Rules of Conduct.** All incoming offenders and staff shall receive written rules of conduct which specify acts prohibited within the facility and penalties that can be imposed for various degrees of violation.

**(2) Limitations of Corrective Actions.** Specific limits on corrective actions and summary punishment shall be established and strictly adhered to in an effort to reduce the potential of staff participating in abusive behavior towards participants. Limits shall include:

- (A) no physical contact by staff shall be made on a offender;
- (B) no profanity, sexual, or racial comments shall be directed by staff at offenders;
- (C) offenders shall not be utilized to impose corrective actions on other offenders;
- (D) the severity of the corrective action shall be commensurate with the severity of the infraction; and,
- (E) the duration of corrective action shall be limited to the minimum time necessary to achieve effectiveness.

**(3) Grievance Procedure.** A grievance procedure shall be available to all offenders in CCFs. Such grievance procedure shall include at least one level of appeal, and shall be evaluated at least annually to determine its efficiency and effectiveness.

**(i) Incident Notification.** Within 24 hours of occurrence, the CSCD director and Facility director shall notify and report by telephone or fax all serious or unusual events pertaining to the facilities operations, staff, and to: the judge or one of the judges supervising the department and the TDCJ Emergency Action Center (EAC) in Huntsville, Texas. Phone # (936) 437-1448; fax # (936) 437-1912, and if applicable, the CSCD director of the original/sending jurisdiction if the incident involves an offender from that sending jurisdiction. The EAC shall be responsible for notifying the TDCJ-CJAD Director and appropriate CJAD management staff. Such serious and unusual events for this purpose shall include, but are not limited to the following:

- (1) the death of an offender or staff member while at the facility;
- (2) any incident which results in life threatening or serious bodily injury to an offender or staff member while at the facility or on assignment (including emergency furloughs or programmatic incentives) away from the facility;
- (3) major disturbance or riot at the facility or in its vicinity; and
- (4) any incident involving serious misconduct by facility staff, which may result in the filing of criminal charges or civil action.

**(j) Offenders' Rights.** Offenders shall be granted access to courts, counsel, and confidential contact with attorneys and their authorized representatives. Such contacts include, but are not limited to: telephone communications, uncensored correspondence, and visits.

**(k) Offender Eligibility.** A CSCD or other governmental entity that operates a residential facility, contracts for the operation of a residential facility, or contracts for beds/services, shall define a specific target population of offenders to be served. Placement of offenders in a CCF shall only be by an order of the court and shall meet minimum eligibility criteria as outlined in this section.

(1) CCFs shall accept only those offenders who are physically and mentally capable of participating in any program offered at the facility that requires strenuous physical activity, if participation in the program is required of all offenders in the facility:

17.

(A) unless otherwise prohibited by statute;

(B) if the offender matches the profile of offenders historically committed to county jail/prison from the jurisdiction; or the offender has high risk/needs, who, if supervised at a lower supervision level would have an increased likelihood of violating the conditions of community supervision; and

(C) the local jurisdiction may house offenders convicted under Title 5, Texas Penal Code, and in accordance with statute, in its CCF if Title 5 offenders are included in the facility's program proposal within the community justice plan that is submitted by the jurisdiction's Community Justice Council and approved by the local judiciary. In currently operating facilities where the jurisdiction desires to add Title 5 offenders to their target population, a public meeting must be held, in accordance with the law and TDCJ-CJAD standards and policy, to advise the public of the types of offenders/offenses who will potentially be placed in the facility. Public support will be considered by TDCJ-CJAD for final approval of the change in offender population to be targeted. If a jurisdiction has documentation that this requirement was previously met, it can provide that documentation to TDCJ-CJAD for review and possible exemption from having an additional public meeting; and

(D) If a facility is approved to house Title 5 offenders, the CSCD director and the facility director shall comply with all applicable provisions contained in the Texas Government Code, Sec. §76.016 Victim Notification, the Texas Code of Criminal Procedure (TCCP) Chapter 56, Rights of Crime Victims, and TCCP Art. 42.21. Notice of Release of Family Violence Offenders.

(2) Offenders are eligible for placement into a Restitution Center:

(A) unless otherwise prohibited by statute;

(B) the offender must be employable; and

(C) prior to or within ten days after admission to the facility, the offender shall undergo a screening process to determine the offender's appropriateness for placement. The process shall be documented and maintained in the supervision case file.

(3) Offenders are eligible for placement into County Correctional Centers (CCC):

(A) if convicted of a misdemeanor and sentenced to a term of confinement in the county jail;

(B) in lieu of jail time as a condition of misdemeanor or felony community supervision;

(C) in lieu of jail time as a punishment for violation of conditions of community supervision; or,

(D) if required as a condition of community supervision to participate in a work program or counseling program through a CCC.

(4) Offenders are eligible for placement into a Boot Camp:

18.

(A) if prior to placement, or within ten days after admission, the offender undergoes a physical examination to determine any medical problems that may prevent the offender from satisfactorily participating in the program. The physical examination report shall be maintained in the offender's medical file; and

(B) if prior to placement, or within ten days after admission, the offender undergoes a psychological screening to determine any psychological problems that may prevent the offender from satisfactorily participating in the program. The psychological screening report shall be maintained in the offender's medical file.

19.

**(l) Courtesy Supervision.** CCFs or CCCs shall, on a space available basis, accept eligible adult offenders needing the residential services on courtesy supervision from other jurisdictions. CSCDs that manage CCFs or CCCs are responsible for the direct supervision of all offenders in the CCF or CCC while in the residential placement.

**(m) Denying Admission or Continued Placement.** If an offender is placed into a CCF or a CCC as a condition of community supervision and the offender is an inappropriate placement, by statute or standard, or does not meet eligibility criteria of the facility as approved by the TDCJ-CJAD, the CSCD or Facility director who is responsible for the management of the CCF/CCC shall notify, in writing, the court of original jurisdiction of these circumstances. If a CCF or CCC facility has reached capacity at the time of the eligible offender's placement to that facility, such offender may be placed on a waiting list for that facility and returned to the court of original jurisdiction for further instructions or an alternative sanction.

**(n) Food Service.** The food preparation and dining area must provide space for meal service based on the population size and need.

**(1) Dietary Allowances Meals.** shall be approved and reviewed annually by a registered dietician, licensed nutritionist, or physician to ensure that they meet the nationally recommended allowances for basic nutrition.

**(2) Special Diets.** Each facility shall provide for special diets as prescribed by appropriate medical or dental personnel.

**(3) Food Service Management.** Food service operations shall be supervised by a staff member who is experienced in institutional food preparation or mass food management. All food services staff, including offenders assigned to work in the facility kitchen, shall meet all requirements established by the local health authorities.

**(4) Exclusion as Discipline.** The use of food as a disciplinary measure is prohibited.

**(5) Meal Requirements.** CSCD directors or Facility director shall ensure that at least three meals (including two hot meals) are provided during each 24-hour period. Variations may be allowed based on weekend and holiday food service demands, or in the event of emergency or security situations, provided basic nutritional goals are met.

20.

**(o) Health Care.**

**(1) Access To Care.**

(A) Offenders shall have unimpeded access to health care and to a system for processing complaints regarding health care.

(B) The facility has a designated health authority with responsibility for health care pursuant to a written agreement, contract, or job description. The health authority may be a physician, health administrator, or health agency.

(C) Each CCF shall have a policy defining the level, if any, of financial responsibility to be incurred by the offender who receives the medical or dental services.

**(2) Emergency Health Care.**

(A) Twenty-four hour emergency health care is provided for offenders, which included arrangements for the following:

- (i) on site emergency first aid and crisis intervention;
- (ii) emergency evacuation of the offender from the facility;
- (iii) use of an emergency vehicle;
- (iv) use of one or more designated hospital emergency rooms or other appropriate health facilities;
- (v) emergency on-call physician, dentist, and mental health professional services when the emergency health facility is not located in a nearby community; and
- (vi) security procedures providing for the immediate transfer of offenders, when appropriate.

21.

**(B)** A training program for Direct Care personnel is established by a recognized health authority in cooperation with the Facility director that includes the following:

- (i) signs, symptoms, and action required in potential emergency situations;
- (ii) administration of first aid and cardiopulmonary resuscitation (CPR);
- (iii) methods of obtaining assistance;
- (iv) signs and symptoms of mental illness, retardation, and chemical dependency; and
- (v) procedures for patient transfers to appropriate medical facilities or health-care providers.

**(C)** First aid kits are available in designated areas of the facility. Contents and locations are approved by the health authority.

**(3) Health Screening and Medical Examinations.** Medical, dental and mental health screening exam is performed by health-trained or qualified health-care personnel on all offenders prior to placement or within 10 days of placement. The screening includes the following:

**(A)** Inquiry into:

- (i) current illness and health problems, including venereal diseases and other infectious diseases;
- (ii) dental problems;
- (iii) mental health problems, including suicide attempts or ideation;
- (iv) use of alcohol and other drugs, which includes types of drugs used, mode of use, amounts used, frequency of use, date or time of last use, and a history of problems that may have occurred after ceasing use (for example, convulsions); and
- (v) other health problems designated by the responsible physician.
- (vi) tuberculosis screening of offenders shall be completed within seven (7) calendar days of admission into the residential facility and repeated annually thereafter.

**(B)** Observation of:

- (i) behavior, which includes state of consciousness, mental status, appearance, conduct, tremor and sweating;
- (ii) body deformities, ease of movement, and so forth; and
- (iii) conditions of skin, including trauma markings, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of drug abuse.

**(C)** Medical examinations are conducted for any employee or offender suspected of having a communicable disease.

**(4) Serious and Infectious Diseases.**

(A) The facility provides for the management of serious and infectious diseases.

(B) CCF's and CCC's shall have policies and procedures to direct actions to be taken by employees concerning offenders who have been diagnosed with HIV, including, at a minimum, the following:

- (i) when and where offenders are to be tested;
- (ii) appropriate safeguards for staff and offenders;
- (iii) staff and offender training;
- (iv) issues of confidentiality; and
- (v) counseling and support services.

**(5) Dental Care.** Access to dental care is made available to each offender.

**(6) Medications.**

22.

(A) Policy and procedure direct the possession and use of controlled substances, prescribed medications, supplies, and over-the-counter drugs. Prescribed medications are administered according to the directions of the prescribing physician.

(B) If medications are distributed by facility staff, records are maintained and audited monthly, and include the date, time, and name of the offender receiving the medication, and the name of the staff distributing it.

**(7) Female Offenders.** If female offenders are housed, access to pregnancy management services is made available.

**(8) Mental Health.** Access to mental health services is made available to offenders.

**(9) Suicide Prevention.** There is a written suicide prevention and intervention program that is reviewed and approved by a qualified medical or mental health professional. All staff with offender supervision responsibilities are trained in the implementation of the suicide prevention program.

**(10) Personnel.**

(A) If treatment is provided to offenders by health-care personnel other than a physician, dentist, psychologist, optometrist, podiatrist, or other independent provider, such treatment is performed pursuant to written standing or direct orders by personnel authorized by law to give such orders.

(B) If the facility provides medical treatment, personnel who provide health-care services to offenders are qualified and appropriately licensed. Verification of current credentials and job descriptions are on file in the facility. Appropriate state and federal licensure, certification, or registration requirements, and restrictions apply.

**(11) Informed Consent.** If the facility provides medical treatment, offenders make medical decisions with informed consent. All informed consent standards in the jurisdiction are observed and documented for offender care.

**(12) Participation in Research.** Offenders do not participate in medical, pharmaceutical, or cosmetic experiments. This does not preclude individual treatment of an offender based on his or her need for a specific medical procedure that is not generally available.

**(13) Notification.** Individuals designated by the offender are notified in case of serious illness or injury.

**(14) Health Records.**

(A) If medical treatment is provided by the facility, accurate health records for offenders are maintained separately and confidentially.

(B) If medical treatment is provided by the facility, the method of recording entries in the records, the form and format of the records, and the procedures for their maintenance and safekeeping are approved by the health authority.

(C) If medical treatment is provided by the facility, for the offenders being transferred to other facilities, summaries or copies of the medical history record are forwarded to the receiving facility prior to or at arrival.

**(p) Discharge.**

(1) **Victim Notifications.** The CSCD director and Facility director shall ensure there are procedures, policies, and practices that comply with Texas Government Code §76.016, Texas Code of Criminal Procedure Art. 42.21 (a), and other applicable laws as to the notifications to be made to certain crime victims of offenders who are residents in its facilities or subject to its programs.

(2) **Discharge.** Discharge from residential facilities shall be based on the following criteria:

(A) the offender has made sufficient progress towards meeting the objectives of the supervision plan and program requirements;

(B) the offender has satisfied a sentence of confinement;

(C) the offender has satisfied a period of placement as a condition of community supervision;

(D) the offender has demonstrated non-compliance with program criteria or court order;

(E) the offender manifests a non-emergency medical problem that prohibits participation and/or completion of the residential program requirements;

(F) the offender displays symptoms of a psychological disorder that prohibits participation and/or completion of the residential program requirements; or

(G) the offender is identified as inappropriate or ineligible for participation in the residential program as defined by facility eligibility criteria, statute, or standard.

(3) **Discharge Report.** The CSCD director and Facility director shall ensure that a report is prepared at the termination of program participation that reviews the offender's performance. A copy of the report shall be provided to the receiving CSCD supervision officer.

**(q) Basic Services and Programs.** Each facility shall, at a minimum, provide programs in the following areas which will include, but not be limited to:

(1) education programs;

(2) rehabilitation programs based on the mission of the facility;

(3) community service restitution/work detail;

(4) recreational programs; and

(5) cognitive based programs.

**(r) Mail, Telephone, and Visitation.** The CSCD director and Facility director shall have written policies which govern the facility's mail, telephone, and visitation privileges for offenders, including mail inspection, public phone use, and routine and special visits. The policies shall address compelling circumstances in which an offender's mail both incoming and outgoing may be opened, but not read, to inspect for contraband.

**(s) Religious Programs.**

(1) The CSCD director and Facility director shall have written policies that govern religious programs for offenders. The policies shall provide that offenders have the opportunity to voluntarily practice the requirements of their religious faith, have access to worship/religious services, and the use or contact with community religious resources, when appropriate.

(2) Under Texas Civil Practice & Remedies Code, chapter 110, a CSCD or CCF may not substantially burden an offender's free exercise of religion except with the least restrictive measures in furtherance of a compelling interest. Pursuant to Texas Government Code §76.018, there is a presumption that a policy or practice that applies to an offender in the custody of a CCF is in furtherance of a compelling governmental interest and is the least restrictive means of furthering that interest. The presumption may be rebutted with evidence provided by the offender.

**EXHIBIT H**

**INSTRUCTIONS TO VENDORS  
AND  
VENDOR BUDGET FORMS**

## **VENDOR OPERATED COMMUNITY CORRECTIONS FACILITIES OR CONTRACT RESIDENTIAL PROGRAMS**

As a part of TDCJ-CJAD's funding process, vendor budgets will be reviewed to establish an allowable funding rate (e.g., bed-days) for facility operations. 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 ALL Articles provided in the signed contract.
  2. Vendors must comply with Residential Services Standards as established by TDCJ-CJAD.
  3. In addition, SATFs, CRTCs, and TAIP vendors must also comply with the TDCJ-CJAD Substance Abuse Treatment 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 the 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. 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.
  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 provide complete information on budget forms regarding quantity, unit costs, basis of cost, number of beds, etc., where applicable. **ALL supporting schedules must include this full information** (i.e. FICA 8.25% x total salaries).
  10. Vendor must comply with the attached list of unallowable expenditure items.
  11. Depreciation schedules **must be attached** to the vendor budget for any equipment items budgeted for this program.
  12. Requirement for indirect and/or overhead allocation **attach 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 plans has been approved by another state or federal agency. The allocation plan must be available for audit review.
13. 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.
  14. All records on vendor expenditures must be maintained for five years for auditing purposes, and any expenditure not properly documented may be disallowed.
  15. 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).
  16. A Semi-Annual Expenditure report must be submitted to the CSCD and to CJAD on March 31 and September 30. (Exhibit H)

## 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 is dedicated to the CSCD's residential facility or program.

### 4) Personnel Travel:

This expenditure line item should include only travel by personnel in the performance of CSCD residential facility or program related business and includes 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. Depreciation of equipment must follow the appropriate IRS mandated time period. The CSCD residential facility (CCFs) will directly purchase all capital equipment for the facility (facsimile machines, computers, copiers, scanners, phones and phone systems, desks, etc.). For any vendor-owned equipment associated with the program which is located at the corporate office or other location, **appropriate percentages** may be depreciated and charged as an indirect cost in the Other expenditure line (example: a computer used at corporate office for billings to the CSCD).

### 6) Transportation:

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

### 7) Consumable Supplies:

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

### 8) Other:

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

### 9) Facility:

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

**REQUIRED ATTACHMENTS FOR VENDOR BUDGETS:**

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 plans has been approved by another state or federal agency. The allocation plan must be available for audit review.

## UNALLOWABLE COSTS FOR VENDORS

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 and Land purchase (with the exception of community corrections facilities (Tex. Gov't Code, § 76.010)), 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 20\_\_ and 20\_\_

---

VENDOR NAME (Name as Incorporated)

---

STREET ADDRESS

CITY

STATE

ZIP

---

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

---

CONTACT PERSON

TITLE

TELEPHONE & E-MAIL

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 20\_\_ and 20\_\_

Vendor/Contractor: \_\_\_\_\_

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

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

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

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

Cost Per Unit:

Show Computation:



**BUDGET JUSTIFICATION**

**2. Personnel Fringe Benefits**

Vendor:

**Include basis of cost for each item.**

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

**BUDGET JUSTIFICATION**

**3. Personnel Training**

Vendor:

**Include basis of cost for each item.**

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



**BUDGET JUSTIFICATION**

**5. Equipment**

Vendor:

**Include basis of cost for each item.**

Purpose	Total
	\$
TOTAL EQUIPMENT	\$

**BUDGET JUSTIFICATION**

**6. Transportation**

Vendor:

**Include basis of cost for each item.**

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

**BUDGET JUSTIFICATION**

**7. Consumable Supplies**

Vendor:

**Include basis of cost for each item.**

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

**BUDGET JUSTIFICATION**

**8. Other**

Vendor:

**Include basis of cost for each item.**

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

BUDGET JUSTIFICATION

9. FACILITY COSTS

Vendor:

**Include basis of cost for each item.**

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

**EXHIBIT I**

**TDCJ-CJAD §163.41 MEDICAL  
AND PSYCHOLOGICAL INFORMATION**

**AND**

**HEALTH AND SAFETY CODE STATUTE,  
CHAPTER 85. ACQUIRED IMMUNE DEFICIENCY  
SYNDROME AND HUMAN  
IMMUNODEFICIENCY VIRUS INFECTION**

**[HTTP://TLO2.TLC.STATE.TX.US/STATUTES/HS.TOC.HTM](http://tlo2.tlc.state.tx.us/statutes/hs.toc.htm)**

**TEXAS ADMINISTRATIVE CODE. Title 37. PUBLIC SAFETY AND CORRECTIONS**

**Part VI. TEXAS DEPARTMENT OF CRIMINAL JUSTICE**

**Chapter 163. COMMUNITY JUSTICE ASSISTANCE DIVISION STANDARDS**

**§163.41 MEDICAL AND PSYCHOLOGICAL INFORMATION**

**(a) HUMAN IMMUNODEFICIENCY VIRUS (HIV) AND ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) POLICIES.** CSCD directors shall develop and implement policies relevant to HIV in accordance with guidelines established by the Texas Department of Health and adopted by the TDCJ-CJAD. These policies will be incorporated in the CSCD's administrative manuals and shall include, but not be limited to, the following:

- (1) education/training;
- (2) confidentiality;
- (3) workplace guidelines; and
- (4) supervision of individuals with HIV or AIDS infection.

**(b) EMPLOYEE TRAINING.** In accordance with statute, each employee of the CSCD shall attend an HIV-AIDS training program, within the first year of employment. Education programs for employees shall include information and training relating to infection control procedures.

**(c) HIV CONFIDENTIALITY.** Information regarding HIV-AIDS testing and results is confidential. HIV-AIDS information shall be maintained in a safe and secure manner with access to this confidential information restricted to only those persons who have been authorized to receive this information by law or with a duly executed release and waiver of confidentiality. The CSCD may disclose HIV-AIDS information relating to special offenders in accordance with Texas Health and Safety Code, Chapter 614 and the other statutes and authorities set forth in TDCJ-CJAD's Community Supervision and Corrections Department Records manual (October 10, 2000), as amended from time to time.

**(d) MEDICAL AND PSYCHOLOGICAL INFORMATION.** All records and other information concerning an offender's physical or mental state, including all information pertaining to an offender's HIV-AIDS status, are confidential in accordance with the statutes and other authorities set forth in the above-referenced TDCJ-CJAD's Community Supervision and Corrections Department Records manual. Medical and psychological information shall be maintained in a safe and secure manner with access to this confidential information restricted to only those persons who have been authorized to receive this information by law or with a duly executed release and waiver of confidentiality from the offender. The CSCD may disclose medical and psychological information relating to special needs offenders in accordance with Texas Health and Safety Code, Chapter 614 and the other statutes and authorities identified in the aforementioned TDCJ-CJAD manual.

## **Human Immunodeficiency Virus Services**

1. HIV Counseling and Education. The Providing Party shall:
  - a. provide information to its staff and offenders concerning basic HIV information concerning risk factors, risk reduction strategies, routes of transmission, and HIV antibody counseling and testing;
  - b. provide risk assessments on all offenders entering treatment; and
  - c. have a document able procedure in place for making available, at the offender's request, pretest and post test counseling and anonymous HIV testing.

The Providing Party 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 post test counseling. The Providing Party shall obtain the offender's voluntary consent prior to conducting an HIV test.

2. HIV Workplace Guidelines. In accordance with Subtitle D, Title 2, Health and Safety Code, Section 85.113, the Providing Party shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infections. The Providing Party's guidelines shall be consistent with guidelines published by the Texas Department of Health and all other applicable regulations, policies and procedures.
3. HIV Confidentiality Guidelines. In accordance with Subtitle D, Title 2, Health and Safety Code, Section 85.113, the Providing Party shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of the Providing Party and for offenders. The guidelines must be consistent with guidelines published by the Texas Department of Health and with state and federal laws and regulations. If the Providing Party does not adopt confidentiality guidelines as required by this attachment, the Providing Party shall not be eligible to receive payments through this contract until the guidelines are developed and implemented.

**This provision does not prohibit the exchange of offender information for Treatment and rehabilitative purposes required by Texas Health and Safety Code, §614,017.**

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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.

Social security number
or
Employer identification number

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

### 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://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

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.

### OFFICE USE ONLY

Date Received

**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