



COLLIN COUNTY

**SERVICES, COUNSELING, CSCD,
SEX OFFENDER COUNSELING**

RFP 2016-290

**Carol Magers
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

**(P) 972-548-4110 (F) 972-548-4694
cmagers@co.collin.tx.us**

Collin County exclusively uses IonWave Technologies, Inc. ([Collin County eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

Collin County, Texas

Bid Information

Bid Owner Carol Magers Buyer II
Email cmagers@co.collin.tx.us
Phone (972) 548-4119
Fax (972) 548-4694

Bid Number 2016-290
Title Services, Counseling: CSCD: Sex
Offender Counseling
Bid Type RFP
Issue Date 09/27/2016
Close Date 10/13/2016 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact Carol Magers Buyer II
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4119
Fax (972) 548-4694
Email cmagers@co.collin.tx.us

Ship to Information

Address See Purchase Order
McKinney, TX 75071

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature _____

Date ____ / ____ / ____

Bid Notes

Bid Activities

Date	Name	Description
10/7/2016 02:00:00 PM (CT)	End Date for Questions and Answers	Please submit questions via email to cmagers@co.collin.tx.us
10/7/2016 02:00:00 PM (CT)	Intent to Offer Proposal	

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

LEGAL NOTICE

Sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, October 13, 2016**, for competitive proposals on **RFP 2016-296, Services, Counseling, CSCD, Sex Offender Counseling**. Offerors may secure copies of the Request for Proposal Documents at <https://collincountytx.ionwave.net>. Offerors should use unit pricing. Sealed proposals will be opened on **Thursday, October 13, 2016 at 2:00 P.M.** by the Purchasing Agent, Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.



ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, September 29** and **Thursday, October 6, 2016**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Courier
DATE: September 26, 2016
FAX: 972-529-1684

Line	Filename	Description
Header	Legal Notice.doc	Legal Notice
Header	General Instructions_Proposals.docx	General Instructions_Proposals
Header	Terms of Contract_Proposals.docx	Terms of Contract - Proposals
Header	3.0 INSURANCE AND INDEMNIFICATION.docx	Insurance
Header	4.0 EVALUATION CRITERIA -1.0.docx	Evaluation Criteria and Factors
Header	5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES 1.docx	Special Conditions and Scope of Services
Header	6.0 PROPOSAL_FORMAT - 2.docx	Proposal Format
Header	SAMPLE CONTRACT.pdf	Attachment A - Sample Contract
Header	HB23 CIQ.docx	HB23 - Information Regarding Conflict of Interest
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	W9_2014.pdf	W-9

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
2	Insurance	I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.	_____ (Required)
3	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".	_____ (Required)
4	Reference No. 1	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	_____ (Required)

- 5 Reference No. 2 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 6 Reference No. 3 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. _____ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 7 Cooperative Contracts As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. _____ (Required)
- Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?
Valid Responses: [Please Select], Yes, No
- 8 Preferential Treatment The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). _____ (Required)
1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.
- 9 Debarment Certification I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. _____ (Required)
- Please initial.

- 10 Immigration and Reform Act _____ (Required)
- I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.
- I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.
- Please initial.
- 11 Disclosure of Certain Relationships _____ (Required)
- Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.
- By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.
- Please initial.
- 12 Disclosure of Interested Parties _____ (Required)
- Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.
- Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- Please initial.
- 13 Notification Survey _____ (Required)
- In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.
- How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plano Room, Collin County eBid Notification, Collin County Website, Other

- 14 Proposer Acknowledgement _____ (Required)
- Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.
- Please initial.
- 15 Locations _____ (Required)
- Does you/your company have multiple locations? If so, please list addresses for each.
- 16 Other Services _____ (Required)
- Do you/your company offer any other counseling services not listed within this RFP? If so, please note those as well as cost per hour for each.

Line Items

#	Qty	UOM	Description	Response
1	1	fee	Individual Assessment - State fee per assessment	\$ _____ (Required) Unit Price

Supplier Notes: _____

2	1	fee	Individual Therapy Sessions - State fee per session	\$ _____ (Required) Unit Price
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Supplier Notes: _____

3	1	fee	Group Therapy Sessions - State fee per session	\$ _____ (Required) Unit Price
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Supplier Notes: _____

4	1	fee	Plethsmograph Services - State fee per Plethysmograph	\$ _____ (Required) Unit Price
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Supplier Notes: _____

5	1	fee	Polygraph Services - State fee per Polygraph Examination	\$ _____ (Required) Unit Price
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Supplier Notes: _____

6	1	fee	Other Services - State fee for other services offered but not specifically stated herein; i.e., Anger Management and Psychological Counseling.	\$ _____ (Required) Unit Price
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Item Notes: You may upload your price sheet.

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.com>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of

\$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

INSURANCE AND INDEMNIFICATION

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

3.1.1 Claims that may arise out of or result from successful OFFEROR'S actions/omissions/operations hereunder, whether such actions/omissions/operations are by successful OFFEROR or by a subcontractor of successful OFFEROR, or by anyone directly or indirectly employed by or acting on behalf of successful OFFEROR or a subcontractor where liability may arise for:

3.1.1.1 Claims under workers compensation disability benefits, and other similar employee benefit actions;

3.1.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of any successful OFFEROR'S employees;

3.1.1.3 Claims for damages because of bodily injury, sickness or disease or death of any Person other than successful OFFEROR'S employees;

3.1.1.4 Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by successful OFFEROR, or by (b) any other Person;

3.1.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;

3.1.1.6 Claims for damages based on violations of civil rights;

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

3.1.2 Successful OFFEROR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, successful OFFEROR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

3.1.3 Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of any AGREEMENT. Successful OFFEROR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

3.1.4 Compliance with the foregoing insurance requirements shall not relieve successful OFFEROR from any liability under the indemnity provisions.

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

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible Offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the Department will evaluate according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The Department will use a competitive process based upon "selection levels." The Department recognizes that if a Offeror fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining Offerors or to elevate an Offeror that was not elevated before. The selection levels are described in the following sections.

Level 1 – Conformance with Mandatory Requirements

4.1.1 Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem Offeror as non-responsive.

4.1.1.1 Offeror shall provide proof that they are licensed to provide sex offender counseling (Section 5.11.2)

4.1.1.2 Offeror shall have demonstrated competency in providing a minimum of 1,000 hours of clinical services obtained within a consecutive seven-year period specifically in the areas of evaluation and treatment of sex offenders.

4.1.1.3 Response to Section 6.0.

Level 2 – Detailed Proposal Assessment

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. The evaluation process may include an opportunity for a brief oral presentation by the Offeror before the Evaluation Committee. If necessary, oral presentations will be scheduled. Criteria evaluated in Level 2:

CRITERIA	VALUE
Response to Summary Requirements, Response to 6.2	10
Offeror's Understanding of Services Required, Response to 6.4	40
Offeror's staff qualifications, Response to 6.3	20
Offeror's past performance in providing similar services, References, Response to 6.3	20
Cost for services, Response to 6.5	10
Total Value	100

It is anticipated that no more than three (3) Offerors will advance to Level 3, but the Department reserves the right to adjust the number as necessary.

Level 3 – Best and Final Offer

Offerors who are susceptible of receiving award will be elevated to Level 3 for the Best and Final Offer. Offerors will be asked to respond in writing to issues and questions raised by the Department, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals will be re-evaluated based upon Criteria in Level 2.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

5.1 Authorization: The Collin County Community Supervision and Corrections Department (hereinafter called Department) will receive proposals for Counseling Services, CSCD: Sex Offender Counseling.

5.2 Intent of Request for Proposal: The intent of this Request for Proposal (RFP) and resulting contract is to provide Offerors with sufficient information to prepare an RFP response for Counseling Services, CSCD: Sex Offender Counseling. It is the intent to procure services from the most qualified firm(s)/organization(s) for these services. The Department reserves the right to award this RFP in whole or in part to multiple Offerors.

5.3 Term: Provide for a contract commencing on date of award through August 31, 2017 with two (2) one (1) year optional renewals.

5.4 Funding: Services provided will be paid for from the appropriate fiscal year funds provided by the Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD). Contracts are subject to availability of TDCJ-CJAD funds. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, or the Community Justice Assistance Division.

5.5 Delivery/Setup/Installation Location: Successful Offeror(s) location(s) .

5.6 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.

5.7 Approximate Value: The approximate value of this contract is \$55,000.00

5.8 Insurance Requirements: See Section 3.0

5.9 Contract: Successful Offerors(s) will enter into a Services Operations Agreement with Department. See Attachment A.

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

5.10.1 Agreement - means this Operations Agreement with all exhibits hereto.

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

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

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

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

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

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

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

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

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

5.10.11 Payment or Payments - means amount(s) agreed to be paid by Department to Vendor.

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

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

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

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

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

5.10.17 Services - means the delivery by Vendor of the chemical dependency program as set forth in this Agreement and exhibits and as outlined in Vendor's response to the r RFP, if applicable.

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

5.10.19 Vendor – The person(s) or company(ies) that are awarded.

5.10.20 Vendor Rate - means the amount paid by Department to Vendor per day or per hour during the Term.

5.11 REQUIREMENTS/QUALIFICATIONS FOR ALL TREATMENT PROVIDERS

5.11.1 All Vendors shall adhere to and abide by any impositions, terms and/or conditions of probation and to any policies, standards or practices imposed by the Collin County Supervision and Corrections Department.

5.11.2 Treatment Vendors shall be registered and licensed to provide sex offender counseling services and approved by the Texas Council on Sex Offender Counseling Services, prior to the submission of the proposal.

5.11.3 Treatment Vendors shall possess an advanced degree (Master or above) in one of the behavioral sciences, including, but not limited to, psychology, sociology, human sexuality, social work, criminology, counseling or psychiatry from a full accredited institution of high education, registered and licensed in the State of Texas.

5.11.4 Treatment Vendors shall have the appropriate facility and program to provide services.

5.11.5 Treatment Vendors shall have demonstrated competency in providing a minimum of 1,000 hours of clinical services obtained within a consecutive seven-year period, specifically, in the areas of evaluation and treatment of sex offenders.

5.11.6 Vendors shall comply with the Association for the Treatment of Sexual Abusers, Ethical Standard and Principles for the Management of Sexual Abusers.

5.11.7 Treatment Vendors shall have bilingual counselors on staff that are licensed to provide sex offender counseling to meet the needs of Spanish speaking offenders referred to the program, or have the capability to recommend said clients to a qualified vendor, subject to the approval of the Department.

5.11.8 Sex offender assessment, evaluation, treatment and behavioral monitoring shall be non-discriminatory and humane, and bound by the rules of ethics and law.

5.11.9 Individual and agencies carrying out the assessment, evaluation, treatment and behavioral monitoring of sex offenders should not discriminate based on race, religion, gender, sexual orientation, disability or socioeconomic status.

5.11.10 At a minimum, any treatment, educational classes/groups, assessment, evaluations and/or any services provided under this contract shall abide by and adhere to the standards, principles and practices as outlined in the Association for the Treatment of Sexual Abusers, Ethical Standards and Principles for the Management of Sexual Abusers.

5.11.11 Treatment Vendors shall follow all guidelines, rules and regulations outlined by the Council of Sex Offender Treatment, as well as guidelines provided by their licensing agency.

5.11.12 Treatment Vendors shall actively involve supervision officers in the management of probationer through both written and verbal communication regarding probationers' participation in treatment services.

5.12 SCOPE OF SERVICES

5.12.1 ASSESSMENT – Offeror shall provide services to assist offenders to change their behavior and become productive, contributing members of society by leading a life free of crime. Offeror shall submit a proposal that includes the development of an individualized treatment plan and specific criteria for successful completion that addresses the needs of the individual served.

5.12.1.1 Vendors for these services shall follow the included sex offender treatment guidelines.

5.12.1.2 Assessment shall be completed prior to the initiation of treatment in order to provide information necessary to develop an individualized treatment plan. If an assessment cannot be completed prior to the initiation of treatment despite the good-faith effort of the provider, treatment can begin as long as an assessment and treatment plan is completed within sixty (60) days.

- 5.12.1.3 As outlined by the Council of Sex Offender Treatment, comprehensive assessment of probationers shall include, but not be limited to: intellectual functioning, mental status, medical history, self-destructive behaviors, psycho-pathology and personality characteristics, family history, history of victimization, education and occupations history, criminal history, history of violence and aggression, interpersonal relationships, cognitive distortions, social competence, impulse control, substance abuse, denial, sexual behavior, and sexually deviant behavior. Assessments shall outline probationer's strengths as well as their weaknesses.
- 5.12.1.4 Assessment shall include a clinical interview by a Registered Sex Offender Treatment provider or someone under the direct supervision as outlined by the Council of Sex Offender Treatment in the supervision requirement for Affiliate Sex Offender Treatment Providers.
- 5.12.1.5 Assessment shall include the use of the all-necessary testing materials (i.e., MSI, MMPI-2, MCMI-III, etc.) in order to provide a comprehensive assessment. Use of assessment instruments such as polygraph, plethysmograph or Abel in lieu of the Plethysmograph. Testing shall be initially completed at the earliest possible time in order to provide baseline data of the offender.
- 5.12.1.6 When outside vendors are used to provide additional assessment (i.e., polygraph), the contracted treatment provider shall ensure that such vendors have adequate training and experience in sex offender polygraph examination as outlined by the Joint Polygraph Committee on Offender Testing.
- 5.12.1.7 Subsequent assessment shall be completed during the course of treatment in order to help document progress in treatment.

5.12.2 TREATMENT

- 5.12.2.1 All sex offenders shall receive an orientation process to the sex offender treatment, including coverage of the rules of the program, the requirements for successful completion and the consequences for failing to abide by the program. One hundred percent (100%) of the offenders served shall have a written individual treatment plan identifying objectives to be completed within ten (10) working days of the offender's arrival for treatment.
- 5.12.2.2 For each offender served not having an individual treatment plan within the above specified time frame, the successful Offeror shall reimburse forty percent (40%) of the unit rate per each offender hour

billed during the time period the treatment plan was late on each offender.

5.12.2.3 Offender's progress on an individual treatment plan will be documented.

5.12.2.3.1 One hundred percent (100%) of offenders served will have chronological recordings in their case files documenting the offender's level of participation and compliance with treatment goals and objectives.

5.12.2.3.2 For each offender served not having chronological recordings in their case files documenting the offender's level of participation and compliance with treatment goals and objectives, the successful Offeror shall reimburse forty percent (40%) of the unit rate for each offender hour billed in the week(s) that a chronological recording was not made in the file.

5.12.2.4 Offender's progress on an individual treatment plan shall be reported to the offender's supervision officer at the Department each month.

5.12.2.4.1 Progress reports for one hundred percent (100%) of offenders served shall be provided to offender's supervision officer each month.

5.12.2.4.2 The successful Offeror shall reimburse five percent (5%) of the unit rate for each unit billed in the month that a treatment progress report was not provided to the offender's supervision officer.

5.12.2.4.3 Each offender exiting treatment shall have a discharge plan completed and forwarded to the Department within thirty (30) days of the offender's discharge.

5.12.2.4.4 One hundred percent (100%) of the offender's exiting treatment shall have a discharge plan prepared and forwarded to the Department within thirty (30) days of the offender's discharge.

5.12.2.4.5 The successful Offeror shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each offender that does not have a discharge plan sent to the Department within thirty (30) days of the offender's discharge.

5.12.2.4.6 The successful Offeror shall document performance measures and evaluation criteria submitted as the Operational Plan (if applicable). Department can negotiate with the successful Offeror during the term of the Agreement to establish new performance

measures or evaluation criteria that both parties agree reflect quantity or quality of service.

5.12.2.4.7 Current research suggests that cognitive-behavioral approaches that utilize group treatment may be the most effective, treatment providers are expected to utilize this type of treatment until research demonstrates the efficient of other forms of treatment. However, other forms of treatment may be used as adjunct to the group format.

5.12.2.4.8 Treatment programs shall at a minimum require weekly attendance at group meetings. Groups shall not exceed 12 members for regular groups and 8 members for special needs groups. Staff to client ratio shall be small enough to ensure adequate treatment of clients.

5.12.2.4.9 Treatment programs shall include coverage of generally accepted principles in sex offender treatment as outlined in professional journals and by the Council of Sex Offender Treatment, including, but not limited to denial, sexual arousal, cognitive distortions, life skills, victim empathy, and relapse prevention. Biomedical approaches shall also be considered, when appropriate.

5.12.2.4.10 Individuals who exhibit additional psychiatric problems (i.e., depression, substance abuse, etc.) treatment programs shall ensure that such issues are being addressed via notification to the Probation Officer about needs for additional treatment. If such, treatment is to be provided by the sex offender treatment provider. Treatment shall be justified in the individual treatment plan and approved in writing by the designated Department mental health professional prior to the initiation of such treatment.

5.12.2.4.11 If a transfer to another treatment program is requested or required, such transfer shall be made in accordance with the Recommended Guidelines for the Inter-Program Transfer of Sex Offenders. A copy of these guidelines may be obtained from the Department.

5.12.3 DIAGNOSIS: In its treatment or provision of services to offenders, successful Offeror shall:

5.12.3.1 Provide appropriate treatment or services as designated by Department;

5.12.3.2 Coordinate with Department to identify needs of offenders that are beyond the scope of successful Offeror's services and make appropriate referrals in such circumstances; and

5.12.3.3 Develop and implement procedures for Services (or referrals) for Offenders with dual diagnosis and/or mental and physical disabilities.

5.12.4 PARTICIPATION: In an effort to ensure maximum participation of offenders in the program, the successful Offeror shall:

5.12.4.1 Contact Department within twenty-four (24) hours whenever any offender fails to comply with his/her recommended treatment or participating in services, including failure to show for initial appointment or unauthorized departures; and

5.12.4.2 Document on a weekly basis the Offender's level of participation and compliance with treatment or service goals and objectives; and

5.12.4.3 The successful Offeror shall maintain a signature log of all face-to-face contacts with the Offender. The log shall contain what service was performed, the time, date and be signed by the Counselor and the Offender.

5.12.5 DISCHARGE: The discharge of any Offender shall be made in accordance with the following:

5.12.5.1 Prior to discharge, successful Offeror shall schedule and coordinate with Offender's Community Supervision Officer or designee to evaluate if any additional services are required for the Offender. A copy of each Offender's discharge plan and discharge summary shall be submitted to the Department within thirty (30) days of such discharge; and

5.12.5.2 Under NO circumstances may successful Offeror discharge any Offender without having furnished the Department with prior written notification thereof.

5.12.6 REFERRALS: The Department retains control over the Offenders referred to successful Offeror for the provision of services. If the Offender is determined to be in need of additional or different services, the Offender is to be referred back to the Department for further action. The process by which this action will occur will be addressed in the Operations Plan.

5.12.7 NO SHOWS: The Department will NOT pay full rate to successful Offeror for Offenders who fail to attend sessions or meetings.

5.13.8 COURT TESTIMONY: Successful Offeror agrees to provide testimony in Court, if required at no additional cost to the Department.

5.12.9 POLICIES AND PROCEDURES: The Services for Offenders shall include policies and procedures for admission and discharge, discharge planning, participation in treatment transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable, documentation of services and incident reporting and resolution, which shall be in writing and available to Department prior to implementation. Successful Offeror shall notify Department in writing of deviations from such policies and procedures, whether temporary or permanent.

5.12.10 ORIENTATION AND HIV COUNSELING: Successful Offeror shall provide orientation to Offenders regarding support resources and shall provide HIV counseling in accordance with the provisions set forth in the policies developed and implemented in accordance with guidelines established by the Texas Department of Health and adopted by the TDCJ-CJAD. These policies shall include, but not be limited to (1) education/training, (2) confidentiality, (3) workplace guidelines, and (4) supervision of individuals with HIV or AIDS infection.

5.12.10.1 All records and other information concerning an Offender's physical or their 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 referenced 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 Department 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.

5.12.11 COORDINATION WITH DEPARTMENT: Successful Offeror shall coordinate the following tasks with the Department.

5.12.11.1 Develop alternatives to be utilized for incidents of non-compliance with program rules.

5.12.11.2 Submit progress reports on each offender, indicating progress and compliance/non-compliance with program.

5.12.11.3 Participate in meetings as the Department directs.

5.12.11.4 Comply with Department operational policies and procedures as set forth by the Department Program and/or the State Program.

5.12.12 REPRESENTATIONS AND WARRANTIES: The successful Offeror shall represent and warrant to and for the benefit of Department with the intent that Department rely thereon for the purposes hereof, the following are REQUIRED:

- 5.12.12.1 Legal Status: Successful Offeror (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.
- 5.12.12.2 Authorization: The making and performance of any Agreement shall be duly authorized by all necessary action and shall not violate any provision of current law or successful Offeror charter or bylaws laws. An Agreement resulting from this RFP shall be duly executed and delivered by successful Offeror and, assuming due execution and delivery by Department, and shall constitute a legal, valid and binding document enforceable against successful Offeror in accordance with its terms.
- 5.12.12.3 Taxes: Successful Offeror shall have filed all necessary federal, state and foreign income and franchise tax returns and shall have paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.
- 5.12.12.4 No Child Support Owing: In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of successful Offeror and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, successful Offeror certifies that it is not ineligible to receive the Payments and acknowledges that any Agreement shall be terminated and Payments shall be withheld if this certification is inaccurate.
- 5.12.12.5 Use of Payments: No part of the Payments made to the successful Offeror shall be expended for any consultant fees, honorariums, or any other compensation to any employee of Department or for costs not allowed set forth in Exhibit D of the proposed Agreement. The successful Offeror shall expend Payments made under Agreement

solely for providing direct services and for allowable expenses that are directly related to the provisions of the Services.

5.12.12.6 Non-Discrimination: In the performance of any Agreement, the successful Offeror warrants that it shall not discriminate against any employee, subcontractor, or offender on account of race, color, disability, religion, sex, national origin, age, or those who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probably causative agent of AIDS. Successful Offeror shall include the provisions of this paragraph, regarding non-discrimination in each of its contracts with subcontractors so that such provisions shall be binding upon each subcontractor.

5.12.12.7 Non-Collusion: Successful Offeror warrants that no person, other than a bona fide employee, has been employed to solicit or secure Agreement with Department and successful Offeror shall not have paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, any gift, or any breach or any violation of this provision. The Department shall have the right to terminate any Agreement without liability, or at its discretion to deduct from Payments, or otherwise recover in full the amount of such fee, commissions, brokerage fee, gift or contingency fee.

5.12.13 GENERAL CONDITIONS:

5.12.13.1 Health and Safety: Successful Offeror shall ensure that adequate measures are taken to protect the health and safety of each Offender while receiving Services.

5.12.13.2 Staff Training: Successful Offeror shall ensure that all staff providing direct Services receive continuing education and training as needed or required and that such education and training is documented.

5.12.13.3 Duties and Obligations: Successful Offeror shall provide the Services at the Facility(ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented and in accordance with the Operational Plan, if required. The operational Plan shall contain procedures for assumption of Services by Department in the event of successful Offeror's bankruptcy or inability to perform its duties hereunder.

- 5.12.13.4 Visitation by State Employees: Successful Offeror shall at all times allow employees/agents of the Governor, Members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the Department and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the successful Offeror.
- 5.12.13.5 Subcontractors: No subcontractor may be utilized by successful Offeror unless Department has furnished prior written approval.
- 5.12.13.6 Placement of Offenders: Department shall have sole authority to assign and transfer offenders to and from the facility or program and, as appropriate, may specify services for any such offenders during the term of any Agreement.
- 5.12.13.7 Confidentiality: When applicable, records of identity, diagnosis, prognosis, or treatment of any Offender through any Agreement shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Offender's written consent as documented by a signed information release form. Successful Offeror shall notify Department in writing if any legal process requires disclosure of an Offender's record and shall obtain written acknowledgement of same from Department's Authorized Representative.
- 5.12.13.8 Termination at Will: Either party may terminate any Agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. Department's only obligation for terminating this Agreement pursuant to this section shall be the payment to successful Offeror of Payments earned up to the date of termination. Successful Offeror's only obligation for terminating any Agreement pursuant to this section shall be to provide Services until the date of termination. Neither successful Offeror nor Department shall be entitled to any other compensation thereafter.
- 5.12.13.9 Record Retention: All records shall be the property of Department. All records (electronic or paper) pertinent to the provisions of Services shall be retained by the successful Offeror for a period of five (5) years with the following qualifications.
- 5.12.13.9.1 If any audit, litigation or claim is started before the expiration of the five (5) year period, the records shall be retained until all audits, litigation, claims, or

other findings involving the records have been resolved.

5.12.13.9.2 The retention period for all records shall begin after Department has made the final Payment in accordance with any Agreement.

5.12.13.9.3 At the end of this five (5) year period, successful Offeror shall request disposition instructions from Department.

5.12.14 POLYGRAPH EXAMINATION: Clinical polygraph examination may be included as a treatment component in the supervision of sex offenders. Therefore, if polygraph examination is included in the treatment plan, certain minimum guidelines shall be followed. Those guidelines shall include, but not be limited to the following:

5.12.14.1 Polygraph examiner shall be specifically trained in clinical polygraph examination Record Retention: All records shall be the property of Department. All records (electronic or paper) pertinent to the provisions of Services shall be retained by the successful Offeror for a period of five (5) years with the following qualifications.

5.12.14.2 Polygraph examiner shall hold a current and valid Texas Polygraph Examiners license in accordance with the Texas Polygraph Examiners Act.

5.12.14.3 The objective of the polygraph examination shall be as a diagnosis tool.

5.12.14.4 Polygraph examiner shall not conduct more than two separate clinical polygraph sessions per year and with the approval of the Department's designated mental health professional.

5.12.14.5 All polygraph examinations shall include the use of control questions for comparison and diagnosis purposes in forming opinions of No Deception Indicated (NDI), Deception Indicated (DI), or Inconclusive (INC).

5.12.14.6 No more than five (5) relevant questions (those pertaining to the issue under investigation) per examination shall be asked, regardless of the examination procedure selected: single issue examinations are preferred over multi-issue examinations.

5.12.14.7 The format for a sex offender polygraph examination shall be:

5.12.14.7.1 The specific issue examination for instant offense, resulting in conviction (denial of guilt to the offense(s) for which convicted);

5.12.14.7.2 Disclosure examination to assist therapists and/or supervising officer in evaluation denial in order to enhance the effectiveness of treatment and supervision programs;

5.12.14.7.3 Sexual history examination to inquire about sexual history, therapeutic issues, and sexual deviance prior to the time of conviction;

5.12.14.7.4 Monitoring and maintenance examination to deal with special conditions of probation and violation(s) of the conditions of community supervision. To discover the commission of additional, yet unidentified sexual offenses, and/or to aid in reducing the probability of recidivism.

5.12.14.8 The polygraph examiner shall make all polygraph tracings and other related data for each examination available to Department upon their request,

5.12.15 PLETHYSMOGRAPH (Phallometric Assessment): Plethysmograph assessment shall be used as biofeedback measure to analyze the sexual arousal patterns of sex offenders. Therefore, if this type of assessment is utilized, the Sex Offender Treatment Provider shall adhere to the following minimum standards:

5.12.15.1 Detail information about procedure to the Offender

5.12.15.2 Standardize instructions to the Offender.

5.12.15.3 Use audio tapes as the preferred stimulus modality.

5.13 ADMINISTRATION AND FISCAL SYSTEM

5.13.1 Administrative Controls: Successful Offeror shall establish, document and maintain adequate administrative, financial and internal controls to ensure that only allowable and reasonable costs are expended under this Agreement.

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

5.13.3 Conflict of Interest: Successful Offeror shall not refer offenders for additional services without prior written approval of the Department. Successful Offeror shall

develop and implement written internal policies that may be reviewed by the Department to ensure that members of the governing board, contractual personnel, consultants, volunteers and employees.

5.13.4 Remuneration: Staff of successful Offeror shall not pay or receive any commission, considerations, or benefit of any kind related to the referral of an offender for treatment or engage in fee-splitting with other professionals.

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

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

5.13.7 Disclosure: Successful OFFEROR is required to immediately or timely, as the case may be, disclose to Department and TDCJ-CJAD the following:

- 5.13.7.1 If any Person who is an employee or director of successful Offeror is required to register as a lobbyist under the Texas Government Code Chapter 305, at any time during the term of any Agreement, successful Offeror shall provide to the Department and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- 5.13.7.2 If any Person who is an employee, subcontractor, or director of successful Offeror is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States Congressman or Senator) during the term of any Agreement;
- 5.13.7.3 Report any actions or citations by federal, state or local governmental agencies that may affect successful Offeror's licensure status or its ability to provide services under any Agreement.

5.13.8 Withhold Payments: The Department may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by successful within thirty (30) days following the final date of the contract period or at the Department's

option, within thirty (30) days following the Department's delivery to successful Offeror a notice that amounts paid are to be returned to Department.

5.13.9 Accounting Records: Successful Offeror agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with any Agreement in accordance with fund accounting principles.

5.13.10 Payments to Successful Offeror: Successful Offeror shall submit monthly invoices (in writing or electronically) as required herein and shall receive payments from Department based thereon, subject to the provision in any Agreement. Successful Offeror will provide an itemized list of Services performed during the invoice period, including the names of all offenders served, the service provided, and the amount of time rendered with each. Department agrees to pay successful Offeror within thirty (30) days after receipt of the Monthly Invoice.

5.13.11 Discharges for Offender Absence: Offenders on furlough or authorized absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours shall be terminated and readmitted upon their return.

5.13.12 Peer or Group-Controlled Meetings: The successful Offeror shall not, under any circumstances, bill the Department for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment/counseling session requirements set forth.

5.13.13 Specific Measures: All terms of any Agreement are subject to monitoring and verification; however, the successful Offeror must have available for the Department's inspection records to support performance of those measures outlined.

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

5.13.15 Misspent Funds: The successful Offeror shall refund expenditures of the successful Offeror that are contrary to this Agreement and deemed inappropriate by the Department or designee.

5.13.16 Other Revenues for Additional Services: Successful Offeror may collect additional revenues from other sources only for services exceeding those requirements in Article 1 and Exhibit A of the Agreement.

5.13.17 Other Revenue for Proposed Services: The prices quoted in any Agreement are the full cost of treatment or service provision. Any fees, food stamps, or other revenues

collected on behalf of the Offender for client services provided for in any Agreement must be used to reduce cost per unit of service per Offender under any Agreement.

5.14 DEFAULT AND TERMINATION

5.14.1 Default by Successful Offeror: Each of the following shall constitute an Event of Default on the part of successful Offeror.

5.14.2 (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order; (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it, and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and

5.14.3 The discovery by Department that any statement, representation of warranty in any Agreement is false, misleading, or erroneous in any material respect.

5.14.4 Remedy of Department: Upon the occurrence of an Event of Default by successful Offeror, Department shall notify Offeror of such Event of Default and subject to the time provisions of hereof within, Department shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (1) suspend referral of Offenders; (b) suspend payment; (c) taking action to cure the Event of Default, in which case Department may offset against any Payments owed to Offeror all reasonable costs incurred by Department in connection with its efforts to cure such Event of Default; and (d) termination and removal of Offeror as provider of Services. In the event of successful Offeror's removal due to an Event of Default, Department shall have no further obligations to successful Offeror after such removal and in such event, successful Offeror agrees to cooperate with Department regarding a transition to new provider of Services.

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

5.14.6 Remedy of Successful Offeror: Upon an Event of Default by Department, Offeror's sole remedy shall be to terminate any Agreement. Upon such termination, Offeror shall be entitled to receive Payment from Department for all Services satisfactorily furnished hereunder up to and including the date of termination.

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

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

5.15 OTHER REQUIREMENTS

5.15.1 The Department reserves the right to waive any technicality noted in the submission process. Submission of proposals confers no legal rights upon any Offeror. The Department reserves the right to reject any or all proposals submitted.

5.15.2 The Department reserves the right to negotiate a contract with the Offeror (s) who, in its opinion, offer(s) the most advantageous proposal(s) for the purpose intended.

5.15.3 Each proposal shall be valid for 90 calendar days after the opening date of the proposal and shall constitute an irrevocable offer to the Department for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.

5.15.4 After opening of proposals and prior to award, the Department 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. Offeror agrees to allow any/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 Department reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

5.15.5 The Offeror's past performance as determined by Department may also be used for purpose of evaluating Offeror's suitability for award under this solicitation.

5.15.6 Each proposal submitted becomes the property of Collin County CSCD. All proposals submitted shall remain confidential until after contract award has been approved.

5.15.7 Law of Texas: Any Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Collin County, Texas.

6.0 PROPOSAL FORMAT REQUIREMENTS

In accordance with the directions below, OFFEROR shall provide a response for each item in Section 5.11-5.13 and Sections 6.2-6.8 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for any answer. You may not modify either the order or language of the question. Responses shall include a statement of 'agree', 'confirmed', 'will provide', 'not applicable', or 'exception taken' along with any additional information. If an item is 'not applicable' or 'exception taken', OFFEROR shall state that and refer to Section 7.0 Exceptions, with explanation.

OFFEROR shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If OFFEROR does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 **PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred. No email submissions will be accepted.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Proposal shall include but not be limited to information on each of the following:

6.2 Summary Information

6.2.1 Name, title, and telephone number of Offeror's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the County and/or CSCD and providing the Offeror's response.

6.2.2 Business form of Offeror (e.g., corporation, partnership, sole proprietor)

6.2.3 If a corporation, include the date and state of incorporation.

- 6.2.4 Offeror's Tax Identification Number.
 - 6.2.5 Names and addresses of Offeror's principal officers, directors, or partners.
 - 6.2.6 A brief biography and complete resume of the person(s) who will operate/manage the services provided by Offeror.
 - 6.2.8 Identification of Offeror including a brief history of operations.
 - 6.2.9 Offeror's statement of understanding of the proposal and program objectives.
 - 6.2.10 Provide documentation demonstrating competency in providing 1,000 hours of clinical services obtained within a consecutive seven-year period specifically in the areas of evaluation and treatment of sex offenders.
- 6.3 Staff Qualifications:
- 6.3.1 Copies of qualifications, certifications, licenses, and educational level of staff providing services;
 - 6.3.2 Offeror's organizational chart.
- 6.4 OFFEROR'S RESPONSE TO "REQUIRED SERVICES" Section 5.11 – 5.13
- 6.5 COST–Costs may be submitted through <https://collincountytexas.com/ionwave.net>
- 6.5.1 **Sex Offender Counseling**
 - Individual (cost per assessment) - approximately 40-50 annually
Please state what is included in the assessment.
 - Individual Therapy Session (cost per session) – approximately 10 per week – Please state the number of minutes per session.
 - Group Therapy Session (cost per session)- approximately 3 per week
Please state the number of minutes per session.
 - Plethysmograph (cost per test)-approximately 2-3 per year
 - 6.5.2 **Polygraph Services**
 - Cost per Test – approximately 20 per year
 - 6.5.2 **Other Counseling Services** – Detail cost of other services offered and/or available. Please include Anger Management Counseling and Psychological Counseling, as well as any others offered.
- 6.6 Insurance
- The name(s) and address(es) of the Offeror's insurance carrier(s), along with (a) statement(s) from Offeror's insurance carrier(s) that insurance as specified in the Section 3.0 is in force.

6.7 References

Complete reference information to include contact name, email and phone number for all public and private institutions or agencies to which the Offeror provides or has provided similar services. Do not list Collin County CSCD as a reference.

6.8 Other Information

6.8.1 A list of any civil lawsuits filed or pending on or after January 1, 2002, which were filed against or on behalf of the Offeror in connection with its operations, or any of its employees in connection with their status and/or conduct as employees or any of its sub Offerors in connection with their status and/or conduct as sub Offerors.

6.8.2 A list of any criminal cases filed or pending on or after January 1, 2002, in which the Offeror, or any of its employees in connection with their status and/or conduct as employees, or any of its sub Offerors in connection with their status and/or conduct as sub Offerors have been named as defendants. Offeror shall also provide the status of each case so listed, including disposition when applicable.

6.8.3 A list of any of staff who are currently under State, Tribal, and/or Federal indictment or legal supervision including, but not limited to community supervision, probation, parole, mandatory release, pretrial or pre-prosecutorial supervision, and on bond awaiting trial and/or appeal.

7.0 **EXCEPTIONS**

Instructions for completing section:

The exception table should be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement



**SERVICES
OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

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

_____ ("VENDOR")

_____ Address

_____ City, State, Zip

as of the _____ day of _____, 20__.

WITNESSETH:

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

APPOINTMENT OF VENDOR; TERM

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

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2015, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of two years (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed \$_____ for September 1, 20__ through August 31, 20__. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

1.2 Sole Source Provider. **(THIS CLAUSE IS REQUIRED ONLY FOR SOLE SOURCE PROVIDERS.)**

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

- Sex Offender Counseling: Individual, Group, Intake, and Polygraph

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

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

Strategy 1: Develop an individualized treatment plan and specific criteria for successful completion that addresses the needs of the individual served.

Measures: One hundred percent (100%) of the offenders served will have a written individual treatment plan identifying objectives to be completed within ten (10) working days of the offender's arrival for treatment.

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

Strategy 2: Offender's progress on an individual treatment plan will be documented.

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

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

Strategy 3: Offender's progress on an individual treatment plan will be reported to the offender's supervision officer at the DEPARTMENT each month.

Measures: Progress reports for one hundred percent (100%) of offenders served will be provided to offender's supervision officer each month.

Adjustment: The VENDOR shall reimburse five percent (5%) of the unit rate for each unit billed in the month that a treatment progress report was not provided to the offender's supervision officer.

Strategy 4: Each offender exiting treatment will have a discharge plan completed and forwarded to the DEPARTMENT within thirty (30) days of the offender's discharge.

Measures: One hundred percent (100%) of the offenders exiting treatment shall have a discharge plan prepared and forwarded to the DEPARTMENT within thirty (30) days of the offender's discharge.

Adjustment: The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each offender that does not have a discharge plan sent to the DEPARTMENT within thirty (30) days of the offender's discharge.

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

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

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

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

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

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

- a) Prior to discharge, VENDOR shall schedule and coordinate with offender's community supervision officer or designee to evaluate if any additional services are required for offender. A copy of each offender's discharge plan and discharge summary shall be submitted to DEPARTMENT within fourteen (14) days of such discharge; and
- b) Under no circumstances may VENDOR discharge any offender without having furnished DEPARTMENT with prior written notification thereof.

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

1.11 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for offenders who fail to attend sessions or meetings.

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

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

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

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

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

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

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

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

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

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

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

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

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

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

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh

(7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as *Exhibit C*.

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

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

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

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

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

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

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

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

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

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

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

VENDOR –

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

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

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

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

1.19 Other: **(Specific Department/Program Requirements)**

**ALL OF THE FOLLOWING CLAUSES ARE REQUIRED:
ARTICLE II
REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or offender on account of race, color, disability, religion, sex, national origin, age, or those who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions

of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

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

ARTICLE III GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

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

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

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

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

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to

all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.18 Other Revenue for Proposed Services. The prices quoted in this AGREEMENT are the full cost of treatment or service provision. Any fees, food stamps, or other revenues collected on behalf of the offender for client services provided for in this AGREEMENT must be used to reduce cost per unit of service per offender under this AGREEMENT.

ARTICLE V DEFAULT AND TERMINATION

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

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;

- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of offenders; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

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

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

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

ARTICLE VI INSURANCE AND INDEMNIFICATION

6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2)

coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverage's as required by law, in accordance with the following:

A. Claims that may arise out of or result from VENDOR'S actions/omissions/operations hereunder, whether such actions/omissions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:

1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
6. Claims for damages based on violations of civil rights;
7. Claims for damages arising from fire and lightning and other casualties.

B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

6.2 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of

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

ARTICLE VII INDEPENDENT CONTRACTOR

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

ARTICLE VIII MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

Executed in Collin County, Texas by

COLLIN COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A
VENDOR OPERATIONAL PLAN
(Required for Contracts with Each Vendor over
\$100,000.00)

N/A

EXHIBIT B

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

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 documentable 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.

EXHIBIT C

Monthly Invoice Form

Collin County does not require a controlled invoice from vendor at this time. However, we do require that the monthly invoice include:

1. Name and contact information of vendor
2. Date of invoice
3. Invoice number, not required but preferred
4. Name of each offender
5. Service provided
6. Date of service
7. Number of hours and/or sessions
8. Unit cost of each offender
9. Total of invoice

EXHIBIT D

Unallowable Costs

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

Alcoholic beverages;

Bad debts;

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

Cash payments to intended recipients of Services;

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

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

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

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

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

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

Lobbying;

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

Tobacco Products.

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

CIS: [http://www.ethics.state.tx.us/filinginfo/conflict_form
s.htm](http://www.ethics.state.tx.us/filinginfo/conflict_form_s.htm)

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Yoon Kim, Director, CSCD

Larry Pintar, Deputy Director, CSCD

Purchasing:

Michalyn Rains – Purchasing Agent

Sara Hogle, CPPB – Asst. Purchasing Agent

Carol Magers – Buyer II

Commissioners' Court:

Keith Self – Collin County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Chris Hill – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

