

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-08-132-06-17

THIS AGREEMENT is made on this 17th day of **June, 2008** by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (County) and ANNA FLORES, L.P.C., (Contractor) to provide services for the Hidalgo County-Jude Mario E. Ramierz, Jr. Juvenile Justice Center,-Pool For License Professional Counselor in the manner hereinafter provided.

WITNESSETH:

WHEREAS, County desires to contract with a Licensed Professional Counselor to provide services connected with the Hidalgo County-Judge Mario E. Ramirez Jr.,- Juvenile Justice Center - Counseling Services (the "Services") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the Services enumerated hereinafter for Hidalgo County Judge Mario E. Ramirz, Jr., - Juvenile Justice Center.

NOW, THEREFORE, IN CONSIDERATION OF THE CONSIDERATION stated herein below, County and Contractor agree and covenant as follows:

1. Contractor agrees to furnish the Services, including but not limited to the following services:
 - a) Individual Counseling Services;
 - b) Family Counseling Services;
 - c) Group Counseling Services;
 - d) Initial Clinical Intake Services;
 - e) Attend if requested, Juvenile Justice Court Of Law;
 - f) Consultation Services

For more detailed specifications of services, requirements, see "Exhibit A" as attached hereto and incorporated herein at this point for all purposes.

2. As consideration for the provisions of the Services, Contractor shall be paid as follows:
 - g) Individual Counseling Fee Per Hour - \$85.00/Per Hour/Per Individual
 - h) Family Counseling Fee Per Hour - \$85.00/Per Hour/Per Family
 - i) Group Counseling Per Hour - \$28.00/Per Hour/Per Individual/Per Group
 - j) Initial Clinical Intake Fee Per Hour - \$135.00/Per Hour/Per Intake
 - k) Court Fee Cost Per Hour - \$80.00/Per Hour

1) Consultation Fee Per Hour - \$50.00/Per Hour

3. Contractor represents and maintains that she is a licensed professional counselor and is not an employee of Hidalgo County, or of Hidalgo County Judge Mario E. Ramirez, Jr.- Juvenile Justice Center or any agency thereof, and represents and warrants that she does not desire or request any fringe benefits provided to employees of County, Hidalgo County Judge Mario E. Ramirez, Jr., Juvenile Justice Center and/or any agency of the County
4. County and Contractor agree that either party may terminate this Agreement at any time during the period for this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement at least two weeks in advance of the proposed termination. In such event, this Agreement shall be null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.
5. Contractor agrees to provide liability insurance covering Contractor's activities in providing the services for county in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, Section 100.001 et seq.c Texas Civil Practice and Remedies Code and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any claims arising out of any activity conducted by Contractor in providing services under this Contract.
6. Contractor agrees to provide and maintain a license under applicable state and federal laws for Licensed Professional Counselor.
7. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amended thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
8. **No Waiver.** No Waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Anna Flores, L.P.C. and not otherwise.

10. **Texas Law to Apply.** This Agreement shall be construed under any accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by register or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other address as may have been therefore specified by written notice delivered in accordance herewith:

Anna Flores, L.P.C.
4622 Cambray Drive
San Antonio, Texas 78229

Hidalgo County
Attn: County Judge
100 E. Cano 2nd Floor
Edinburg, Texas 78539

12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary to convenient to effectuate and carry out the terms of this Agreement.

13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

14. **Assignment.** This Agreement shall not be assignable by either party hereto.

15. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provisions or paragraph hereof.

16. **Gender and Number.** All pronouns used in this agreement shall include and other gender, whether used in the masculine, feminine, or neuter gender, and the singular shall include the plural whenever and so often as may be appropriate.

17. Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of County.

18. This Contract shall be for a period beginning **June 17, 2008** and ending on **June 16, 2009** with County's option to renew/extend for two (2) additional one (1) year term under the same rates, terms and conditions.

WITNESS THE HANDS OF THE PARTIES on this _____ day of _____, 2008.

HIDALGO COUNTY, TEXAS

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved on Commissioners' Court _____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT “A”

SERVICES, SPECIFICATIONS, AND REQUIREMENTS

SCOPE OF SERVICES:

1. Have experience in counseling intervention juvenile age population, parents, group, etc.;
2. Be familiar with the rules, procedures and practices of the “Juvenile Intervention” programs;
3. Experience with providing counseling services with other “Juvenile Probation” entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, parents, group;
8. Each juvenile, parent, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to “Chief Probation Officer” of the “Judge Mario E. Ramirez Juvenile Justice Center” and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center” to understand the content, progression of submittal’s understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, parent, group, etc.;
14. Licensed Counselor(s) may be called to testify in a “Juvenile Court of Law”;
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, parents, group;
16. Services must be provided on an “As Needed Basis”, upon request and approval by “Chief Probation Officer” of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”;
17. An “Pre-Assessment” and “Final Assessment” study plan shall be submitted with a summary report upon request at any time by the “Chief Probation Officer” and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria, refusal or failure to attend or participate in treatment services, failing to abide by the client’s treatment’s plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The “License Professional Counselor” must be available to communicate and staff cases with the “Chief Probation Officer” of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”;
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;

EXHIBIT “B”
PAYMENT SCHEDULE
(BEST AND FINAL OFFER)

1. Individual Counseling Fee Per Hour - \$85.00/Per Hour/Per Individual
2. Family Counseling Fee Per Hour - \$85.00/Per Hour/Per Family
3. Group Counseling Per Hour - \$28.00/Per Hour/Per Individual/Per Group
4. Initial Clinical Intake Fee Per Hour - \$135.00/Per Hour/Per Intake
5. Court Fee Cost Per Hour - \$80.00/Per Hour
6. Consultation Fee Per Hour - \$50.00/Per Hour

2nd CORRECTED/MODIFIED MEMORANDUM (IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Anna Flores, License Professional Counselor
From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Date: June 11, 2008
Re: Best and Final Offer -RFP NO: 2008-132-04-30-VYG-Pool For License Professional Counselor(s)

Pursuant to "Friday's meeting date of June 6, 2008", a discussion was initiated regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Judge Mario E. Ramirez, Juvenile Justice Center's Chief Probation Officer, Israel (Buddy) Silva, discussed what the project and services entailed along with negotiations on proposals that were submitted. Please review discussed and approved details as follows:

- a) Director (Mr. Silva) discussed the rules, procedures, practices, regarding the "Juvenile Program";
- b) Understanding of the Counseling to be for juveniles (Individual), group, per parent, per family, per hour;
- c) Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
- d) Discussed "License Professional Counselor's" staff;
- e) Referrals on setup written plan for juveniles would be handled and assigned to "License Professional Counselor" by the director (Mr. Silva);
- f) Consulting Fee must be pro-rated when calling in to consult with department;
- g) Any/all documentation must be provided when submitting invoice(s) for payment;
- h) On "No Shows", the department will not be financially responsible for missed appointments/no shows.
- i) The negotiated and approved proposed fee schedule as follows:
 - a) Individual Counseling Fee Per Hour - \$85.00/Per Hour/Per Individual
 - b) Family Counseling Fee Per Hour - \$85.00/Per Hour/Per Family
 - c) Group Counseling Fee Per Hour - \$28.00/Per Hour/Per Individual/Per Group
 - d) Initial Clinical Intake Fee Per Hour - \$135.00/Per Hour/Per Intake
 - e) Court Fee Cost Per Hour - \$80.00/Per Hour
 - f) Consultation Fee Per Hour - \$50.00/Per Hour


Hidalgo County - Judge Mario E. Ramirez Jr. Juvenile Justice Center is requesting for consideration on the "Best and Final Offer Fee Schedule" as discussed and agreed by all parties for the proposed scope of work and services for the above-referenced project.

We request that you submit your approval on the negotiated "Best And Final Offer Fee Schedule" by 1:00 p.m., Wednesday, June 11, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Approve: X

Disapprove: _____

Authorized Signature: 

Title: Licensed Professional Counselor

Printed Name: Anna Flores

Date: 06/11/08