

- (c) Conducting "Psychological Examinations" of the Clients as required by the Department;
- (d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";
- (e) Conducting other evaluations and tests on each Client as required by the Department;
- (f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

- a) Individual Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Individual
- b) Family Counseling Fee Per Hour – \$ 85.00 Maximum/Per Hour/Per Family
- c) Group Counseling Fee Per Hour – \$28.00 Maximum/Per Hour/Per Individual/Per Group
- d) Initial Intake Fee Per Hour – \$135.00 Maximum/Per Hour/Per Intake
- e) Court Fee Cost Per Hour – \$ 80.00 Maximum/Per Hour
- f) Consultation Fee Per Hour – \$ 50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas.

Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department.

Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the “Term” of the contract will be for an initial period of one (1) year, with County’s option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

decree, or amendment 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract 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 representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in 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.

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

If to Department: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: **Rethia W. Ross**
216 E. Expressway 83, Suite F
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

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

20. This Contract 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 Contract.

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY: _____ DATE: _____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: _____ DATE: _____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY: _____ DATE: _____

Request for Proposal
"JUDGE MARIO E. RAMIREZ, JR. JUSTICE CENTER -
EXPANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"

RFP NO: 2008-408-11-05-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

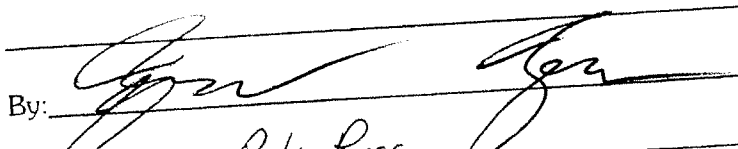
In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Rethia W. Ross
Address: 216 E. Expressway 83, Suite F
Pharr, TX 78577

By: 
Printed Name: Rethia Ross

**Texas State Board of Examiners
of Professional Counselors**

DOES HEREBY CERTIFY THAT

Rethia W. Ross

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.

License Number 18912
Effective 06/23/2004

INVALID WITHOUT
CURRENT RENEWAL CARD



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

**Licensed Professional Counselor
Rethia W. Ross**

License Number 18912
Control Number 216496

Expires 1/31/2009

Judith D. Powell
Presiding Officer

Cardholder Signature

Judith D. Powell
Judith Powell, Presiding Officer

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

BE IT KNOWN THAT

RETHIA W ROSS

IS LICENSED AND AUTHORIZED TO PERFORM CHEMICAL DEPENDENCY COUNSELING SERVICE EMPLOY THE TITLE LICENSED CHEMICAL DEPENDENCY COUNSELOR IN THE STATE OF TEXAS THE PURVIEW OF TEXAS OCCUPATIONS CODE, CHAPTER 504, SO LONG AS THIS LICENSE IS NOT SUSPENDED OR REVOKED AND IS RENEWED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.



LICENSE NUMBER: 9592

ISSUE DATE: 2/1/2003



Texas Department of State Health Services

This is to certify that

Rethia W Ross

is currently licensed as a Chemical Dependency Counselor under the authority of Texas Occupations Code, Chapter 504

License Number
9592

Issue Date
2/1/2003

Expiration Date
02/01/2009

EJ Sanchez MD

EJ Sanchez MD

EDUARDO J. SANCHEZ, M.D.
TEXAS DEPARTMENT OF

VOID IF
NON-TRA



Texas Department of State Health Services

BE IT KNOWN THAT

RETHIA W ROSS

USED AND AUTHORIZED TO PERFORM CHEMICAL DEPENDENCY COUNSELING SERVICES AND THE TITLE LICENSED CHEMICAL DEPENDENCY COUNSELOR IN THE STATE OF TEXAS WITHIN THE REVIEW OF TEXAS OCCUPATIONS CODE, CHAPTER 504, SO LONG AS THIS LICENSE IS NOT REVOKED OR REVOKED AND IS RENEWED IN ACCORDANCE WITH APPLICABLE LAWS AND RULES.



EJ Sanchez MD

LICENSE NUMBER: 9592

DATE: 2/1/2003

EDUARDO J. SANCHEZ, M.D., MPH, COMMISSIONER
TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Department of State Health Services

This is to certify that
Rethia W Ross

is licensed as a Chemical Dependency Counselor under the
Texas Occupations Code, Chapter 504.

Issue Date
2/1/2003

Expiration Date
02/01/2009

EJ Sanchez MD

VOID IF ALTERED
NON-TRANSFERABLE



Texas State Board of Examiners of Professional Counselors

DOES HEREBY CERTIFY THAT

Rethia W. Ross

meets the requirements established in Title 22, Texas Administrative Code, Section 681.93, to supervise professional counselor interns, ensuring that intern services are provided in compliance with board rules, as

Approved Supervisor

in the State of Texas, so long as this approval is not revoked or suspended and is renewed according to applicable rules.



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

Approved Supervisor
Rethia W. Ross

License Number 3217
Control Number 5244

Counselor Signature

Expires 4/30/2009

Presiding Officer

Judith Powell, Presiding Officer



CNA Plaza,
Chicago, IL 60685

Healthcare Providers Service
Organization Purchasing Group
Certificate of Insurance
OCCURRENCE POLICY FORM



Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	273489114-8	from: 12:01 AM Standard Time on: 04/12/08 to: 12:01 AM Standard Time on: 04/12/09
Named Insured and Address				Program Administrator
RETHIA W ROSS 1564 SUNSHINE RD BROWNSVILLE TX 78521-1684 Medical Specialty: Licensed Professional Counselor				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Code: 80723				Insurance Provided by American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue Chicago, IL 60604
COVERAGE PARTS				LIMITS OF LIABILITY

A. PROFESSIONAL LIABILITY		
Professional Liability	\$500,000.00 each claim	\$2,500,000.00 aggregate
Good Samaritan Liability	Included above	
Personal Injury Liability	Included above	
Malplacement Liability	Included above	

B. Coverage Extensions		
License Protection	\$10,000.00 per proceeding	\$25,000.00 aggregate
Defendant Expense Benefit		\$10,000.00 aggregate
Desposition Representation	\$2,500.00 per deposition	\$5,000.00 aggregate
Assault	NONE per incident	NONE aggregate
Medical Payments	\$2,000.00 per person	\$100,000.00 aggregate
First Aid		\$2,500.00 aggregate
Damage of Property of Others	\$500.00 per incident	\$10,000.00 aggregate

C. WORKPLACE LIABILITY	Coverage part C. does not apply if Coverage part D. is made part of this policy.	
Workplace Liability	Included in A. Professional Liability Limit shown above	
Fire and Water Legal Liability	Included above subject to	\$150,000 sub-limit
Personal Liability		\$500,000.00 aggregate

D. GENERAL LIABILITY	Coverage part D. does not apply if Coverage part C. is made part of this policy.	
General Liability	None	None
Fire & Water Legal Liability	None	None
Personal Liability		None

Total Premium \$274.00
 Policy forms and endorsements attached at inception
 Premium reflects self-employed, full-time rate.
 QUESTIONS? CALL: 1-800-982-9491

G-121500-C G-121501-C G-121503-C G-145184-A G-147292-A G-144872-A G-123846-C42
 G-53752-C42

Master Policy: 188711433

Irish Ken HF
 Chairman of the Board

John M. White
 Secretary

Keep this document in a safe place. This and your cancelled check act as proof of coverage.