

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Service Contract
C-08-132-06-17

THIS AGREEMENT is made effective the 17th day of June, 2008, by and between **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "Department") and Anna Flores, LPC (hereinafter "Licensed Professional Counselor") to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of "Licensed Professional Counseling Services" for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a "Licensed Professional Counselor" until replaced by Department. These services include, but are not limited to:

- (a) Conducting "Individual/Family/Group Counseling" appropriate for the needs of each client;
- (b) Conducting "Initial Clinical Intake";

- (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 insurance 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: Anna Flores, LPC
4622 Cambray Drive
San Antonio, Texas 78229

~~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.

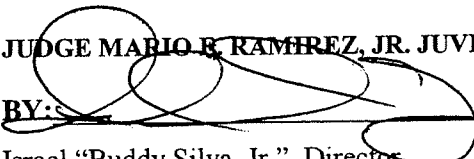
21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

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:

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:  DATE: 7-7-08
Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:  DATE: 7/17/08
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

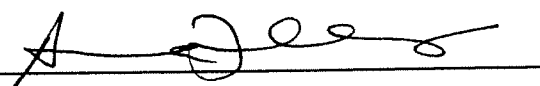
BY:  DATE: 07/07/08

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
“POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)”

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;
21. License Professional Counselor(s) with preferred experience in the following:
 - i. criminal/gang orientation
 - ii. aggressive behavior
 - iii. lack of victim empathy
 - iv. substance abuse
 - v. educational issues
 - vi. issues with authority
 - vii. lack of pro social values
 - viii. emotional/mental health disorders
 - ix. impulsive-aggressive behaviors
 - x. low intellectual capacity
 - xi. educational issues
 - xii. chaotic home environment

And including the “Best And Final” discussion of additional items as follows:

22. Understanding of the Counseling to be for juveniles (Individual), group, per parent, per family, per hour;
 23. Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
 24. Discussed "License Professional Counselor's" staff;
 25. Referrals on setup written plan for juveniles would be handled and assigned to "Licensed Professional Counselor" by the director (Mr. Silva);
 26. Consulting Fee must be pro-rated when calling in to consult with department;
 27. Any/all documentation must be provided when submitting invoice(s) for payment;
 28. On "No Shows", the department will not be financially responsible for missed appointments/no shows.
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EXHIBIT “B”

PAYMENT SCHEDULE/BEST AND FINAL OFFER

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

RFP NO: 2008-132-04-30-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.

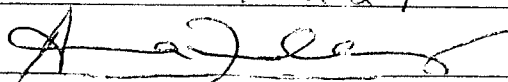
Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation 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: Anna Flores

Address: 4622 Cambrey Drive
San Antonio, Texas
78229

By: 

Printed Name: Anna Flores

heartbeat rate. By the use of a mechanical device, indications of moment-to-moment variations in bodily function can be observed and monitored by the individual. The therapist may provide some reward for desirable changes, such as a decrease in muscle tension or blood pressure. These types of intervention work well with clients who have anxiety, continuous behavior problems, anger issues, etc.

Proposer's Fee Schedule

- Initial Assessment & Evaluation Services = \$150.00 per hour
- Individual Psychotherapy Intervention = \$100.00
- Family and/or Group Intervention = \$125.00
- Consultation = \$50.00 per hour

The above-mentioned fees are standard among most insurance agencies and private practice sectors.

Insurance Requirements Acknowledgment

Document is attached.

Project Requirements Acknowledgement

Document is attached.

Conflict of Interest Questionnaire

Document is attached.

Proposer's Affidavit

Document is attached.

Proposer's/Vendor Application

Document is attached.

HUB Declaration

Document is attached.

Form W-9

Document is attached.

Certification Regarding Debarment, Suspension Ineligibility

Document is attached.

Request for Proposal

Document is attached.

**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

EXHIBIT “C”

INSURANCE REQUIREMENTS

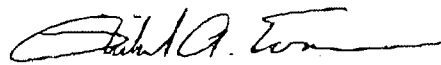
EVEREST NATIONAL INSURANCE COMPANY

EVEREST



MENTAL HEALTH PRACTITIONER'S PROFESSIONAL LIABILITY DECLARATIONS OCCURRENCE POLICY			
Policy Number : 2200020679-081			
Renewal of Number:			
Item 1. Named Insured and Mailing Address Anna Flores 4622 Cambray San Antonio, TX 78229			Broker Name and Address ROCKPORT INSURANCE ASSOC P.O. BOX 1809 ROCKPORT, TEXAS 78381-1809 1-800-423-5344
Item 2. Additional Insureds Judge Mario E Ramirez , Juvenile Justice Center 1001 N. Doolittle Rd Edinburg, TX 78540			
Item 3. Policy Period From: 6/27/2008 To: 6/27/2009 at 12:01 A.M., Standard Time at the insured's mailing address shown above.			
Item 4. Description of Business: Form of Business: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Trust <input type="checkbox"/> Organization, including a Corporation (but not including a Partnership, Joint Venture or Limited Liability Company) Business Description: Mental Health Practitioner(s)			
Item 5. Limits of Insurance and Regulatory Defense Amount \$ 3,000,000 AGGREGATE LIMIT \$ 1,000,000 EACH WRONGFUL ACT LIMIT \$ 1,000,000 EACH OCCURRENCE LIMIT - PREMISES LIABILITY \$ 25,000 SEXUAL MISCONDUCT AGGREGATE LIMIT \$ 5,000 REGULATORY DEFENSE AMOUNT			
Item 6. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.			
Premium Schedule			
CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
M1	1	\$188.00	\$188.00
ADDL INSD	1	50.00	50.00
Territory 03			
Total Premium			\$238.00
Item 6. Forms and Endorsements Form(s) and Endorsement(s) made a part of this policy at time of issue: EDEC 134 09 01, EEO 00 507 09 01, EIL 00 515 03 07, IL 00 17 11 98, IL 02 75 07 02,			

THIS DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

FOR MORE INFORMATION OR TO MAKE A COMPLAINT, CALL 1-800-423-5344



AUTHORIZED REPRESENTATIVE
(or countersignature where applicable)

PART A		PART B		PART D - DAMAGE TO YOUR AUTO COVERAGE	
Coverages:	LIABILITY COVERAGE	MEDICAL PAYMENTS COVERAGE	COVERAGE FOR LOSS CAUSED BY COLLISION INCLUDED	Loss Caused by Collision	Loss Other Than Loss Caused by Collision
Limits of Liability	500/500/500		YES	*ACV Indicates Actual Cash Value ACV less 1,000 Deductible	*ACV Indicates Actual Cash Value ACV less 500 Deductible
*Includes Medical Expense	Accidental Death Benefit: \$		Production Against Uninsured Motorists:		Each Named Insured Each Per \$ Each Acc.
POLICY INCLUDES: <input type="checkbox"/> BASIC NO-FAULT COVERAGE <input type="checkbox"/> OPTIONAL NO-FAULT COVERAGE					
Year of Model	Trade Name	Body Type		Identification or Serial Number	
2006	MRBZ	C230 SPORT		WDDRF52H06F737175	
Such insurance as is afforded under the Liability Coverage of the policy shall also apply, with respect to covered autos, to each interest hereinafter named, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limit of the company's liability.					
Name	HIDALGO COUNTY JUVENILE JUSTICE CENTER				
Street Address	1000 N DOOLITTLE RD				
City	EDINBURG	State	TX	Zip	78540
Such insurance as is afforded by the policy for loss of or damage to the automobile is payable, as interest may appear, to the named insured and the Loss Payee indicated below in accordance with terms of the Loss Payable Clause on the reverse side hereof:					
Term of Loan:	From:	PRESENT		To:	02/28/12
The insurance described herein is in effect on the date of this certificate and shall remain in force until canceled in accordance with the terms of the policy.					
<input type="checkbox"/> Liberty Mutual Fire Insurance Company <input type="checkbox"/> Liberty Mutual Insurance Company <input type="checkbox"/> LM Insurance Corporation			<input type="checkbox"/> Liberty Insurance Corporation <input type="checkbox"/> The First Liberty Insurance Corporation <input checked="" type="checkbox"/> Liberty County Mutual Insurance Company		
LOSS PAYER AND ADDRESS					
SECURITY SERVICES FCU PO BOX 792510 SAN ANTONIO TX 78279					
			 SECRETARY		 PRESIDENT
			Dated 6/27/2008		At R. CASTLE/CRC
Countersigned _____ Signature of Authorized Representative					

Insurance Requirement Acknowledgment

I, Anna Flores, authorized representative for Self,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

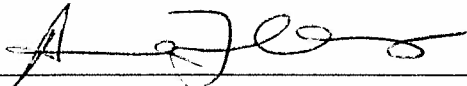
will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

have already been met, see attached copy of insurance certificate.



Authorized Representative

04/28/08
Date

Notice to Proposer/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Anna Flores, possess all of the **APPLICABLE**:

1. Licenses: TX License # 58138
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**


Authorized Signature

04/28/08
Date

Company

4622 Cambrey Drive
Address

San Antonio, TX 78229
City, State, Zip



Texas State Board of Examiners of Professional Counselors

DOES HEREBY CERTIFY THAT

Anna Flores, M.A.

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.



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor
Anna Flores, M.A.

License Number 58138

Control Number 216056

Expires 6/30/2008

Anna Flores
Counselor

Judith D Powell

Judith Powell, Presiding Officer

EXHIBIT “D”

CIQ Conflict Of Interest

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date received

1 Name of person who has a business relationship with local governmental entity.

N/A

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes

No

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

Yes

No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT “E”

Proposer’s Affidavit

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Anna Flores, being first duly sworn, deposes that:

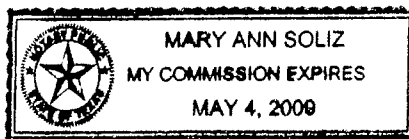
- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: A Flores, LPC

Subscribed and sworn to before me this 28th day of April, 2008.

Mary Ann Soliz
Notary Public

My commission expires: May 4, 2009.



**VENDOR
APPLICATION**

HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. (210) 262-1300		
dba Name:			
Legal Name:	Anna Flores		
Mailing Address:	9622 Cambay Drive Fax No. (210) 593-4434		
Physical Address:			
City, State, Zip	San Antonio, TX Tax I.D. No.		
Remit to Address:	City, State, Zip		
E-Mail Address:	anna.flores4@hotmail.com		
Representative(s) Name(s) & Title(s)	Anna Flores, Licensed Professional Counselor		
Type of Organization (check one):	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____		
State Identification No.	(Please attached completed W-9 form with this application)		
Federal Identification No. or (if individual) SS No.			
State of Incorporation:	Date: _____ Other: _____		
Type of Business (check one):	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>Counseling</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Anna Flores			
Small and/or Disadvantaged Business Information (check application criteria) <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Small Business: <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> More than 500,000 annual gross receipt </td> <td style="width: 50%; vertical-align: top;"> Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other </td> </tr> </table>		Small Business: <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> More than 500,000 annual gross receipt	Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other
Small Business: <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> More than 500,000 annual gross receipt	Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other		
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
What type of product(s) is/are solicited by your company?: <u>Counseling Services</u>			
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____ Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____			

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

W-9 FORM

**request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
Anna Flores

Business name, if different from above

Check appropriate box: Individual Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
4622 Cambrey Drive

City, state, and ZIP code
San Antonio, TX 78229

List account number(s), if any (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
416 221 134132

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [Signature] Date 04/28/08

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

DEBARMENT

**Certification
Regarding Debarment, Suspension Ineligibility**

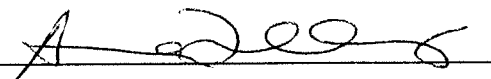
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 

Print Name: Anna Flores

Title: Licensed Professional Counselor

Telephone Number: 210-262-1300

Date: 04/28/08

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

3. **A. Presentation for discussion, consideration, acceptance and approval of Application for Payment No 1 (final) in the amount of \$71,270.10 and Application for Payment No 2 (Retainage) in the amount of \$7,918.90 from Sascon, Inc, contracted vendor for Roadrunner No 2 Subdivision submitted by engineer R. Gutierrez Engineering Corporation. C-CAP-07-030-O11-06;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

- B. Requesting approval of Certificate of Construction Completion submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date of April 24, 2008 for Roadrunner No 2 Subdivision with contractor Sascon Inc. C-CAP-07-030-011-06**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

F. Juvenile Probation

1. **A. Presentation for discussion, consideration, acceptance, and approval of the qualifying participants submitting responses to establish the "pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center- RFP NO: 2008-132-04-30-VYG;**

On motion of Commissioner Flores, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval.

-
- B. Presentation for discussion, consideration, and approval of the final negotiated contracts for RFP NO: 2008-1 32-04-30-VYG-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s) with the qualified firms (if approved) on the "pool" approved in previous item;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

- C. Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: RFP-Hidalgo County-Judge Mario E. Ramirez, Jr. -Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Pool".**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to exercise the option to extend/renew the first year of three (3)-one (1) year extension options as provided under the current agreement with "Southwest Key Program" for Hidalgo County Juvenile Justice Alternative Education Program, under the same rates, terms and conditions.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-9778

17.H.2.

**Pool Of Licensed Professional Counselor(s)
CC REGULAR**

Date: 06/17/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of the qualifying participants submitting responses to establish the "pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center- RFP NO: 2008-132-04-30-VYG;

B. Presentation for discussion, consideration, and approval of the final negotiated contracts for RFP NO: 2008-132-04-30-VYG-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s) with the qualified firms (if approved) on the "pool" approved in previous item;

C. Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: RFP-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Pool" .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 1100-423-60-330-002-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Amado O. Gonzalez Contract Document](#)

Link: [Anna Flores Contract Document](#)

Link: [Participation Log](#)

Link: [Exhibit A Requirements](#)