



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 318-2629

(Delivered Dec. 31, 2010)  
December 29, 2010

Tony Guzman, dba  
*Guzman Associates*  
210 West Nolana, Suite B  
McAllen, Texas 78504


Via: Certified Mail #7099-3220-0002-9744-6471  
Email: guzmancounseling@att.net

Re: Expansion Of Contract No: C-10-023-04-06  
"Licensed Professional Counselor(s) For Expansion Of Current Pool"

Dear Mr. Guzman:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend its' final year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledgement receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, January 11, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 a.m., Thursday, December 30, 2010 or sooner, via facsimile to (956) 956-318-2629 or email to: evangeline.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Ton Guzman 

Date: 12-31-10

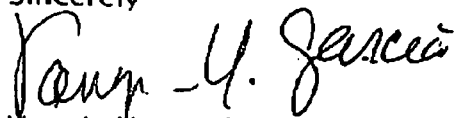
*Additionally, we are requesting your company provide an updated certificate of insurance is required through Hidalgo County's Request for (Bid, Quote, Proposal,*

*Statement of Qualification). I believe that your auto insurance is expired and needs to be submitted along with this request.*

*It is imperative that your updated insurances are submitted in order to be in compliance with contract.*

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely



Vangie Y. Garcia, Contract's Manager  
Hidalgo County Purchasing Department

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

Service Contract  
C-10-023-04-06

THIS AGREEMENT is made effective the 6<sup>th</sup> day of April, 2010, 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 Tony Guzman dba Guzman & Associates (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 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 effective upon approval by Commissioner's Court with termination date of January 19, 2011 with County's option to renew/extend under the same rates, terms and Conditions in concurrence with existing pool. 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.

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 waive 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: Tony Guzman  
dba Guzman & Associates  
210 West Nolana, Suite B  
McAllen, Texas 78504

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: 4-15-10

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

**JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**

BY:  DATE: APR 16 2010

Hon. Mario E. Ramirez, Jr., 332<sup>nd</sup> District Court  
Juvenile Department Overseer

**CONTRACTOR:**

BY:  DATE: 4-15-10

*M. Ed. L.P.C.*

**EXHIBIT A**

**REQUIREMENTS/SCOPE OF SERVICES**

**JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**

**REQUEST FOR PROPOSAL**

**“LICENSED PROFESSIONAL COUNSELOR(S) FOR EXPANSION OF CURRENT POOL”**

**RFP NO: 2010-023-02-10-SGS**

**JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER  
REQUEST FOR PROPOSAL**

**“LICENSED PROFESSIONAL COUNSELOR(S) FOR EXPANSION OF CURRENT POOL”**

**RFP NO: 2010-023-02-10-SGS**

**Overview:**

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Counselor(s)” in order to establish an “Expansion” to the existing “Pool” of Licensed Professional Counselors on an “As Needed Basis”. Counseling Services “Pool/Roster” shall be effective upon approval by Commissioner’s Court with termination date to concur with current existing pool terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for “Licensed Professional Counselor(s) Request For Proposals will be accepted until **9:30 A.M., Wednesday, February 10, 2010**. **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:  
RFP Number: 2010-023-02-10-SGS

<b><u>US Postal Mail Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<b><u>Physical Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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**The Submittal Envelope Must Show The RFP Number, Name And Opening Date.**

The following outlines the Request For Qualifications:

**SECTION I-GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<b><u>US Postal Mail Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<b><u>Physical Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, February 03, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, February 05, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** This project will be an “Expansion” to the existing Pool of Licensed Professional Counselor(s).

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract

or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

**SIGNING OF PROPOSALS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF CONTRACT:**

It is intended that the " Expansion" to the existing Pool/Roster shall be effective upon approval by Commissioner's Court with the termination date to concur with the current existing Pool Term for one (1) year with County's option to renew/extend for an additional one (1) year term, 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 contract term, under the same rates, terms and conditions.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (If applicable)

**SECTION II - RFP REQUIREMENTS**

**REQUEST FOR PROPOSALS:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed professional counselor(s) who are qualified as a "Licensed Professional Counselor". The person(s) directly performing the counseling services are required to be licensed counselor(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

**PERSONNEL AND STAFFING:**

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

**REQUIRED CERTIFICATES AND SUBMITTAL:**

This section will contain **any/all** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified license professional counselor(s).

**If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.**

**SCOPE OF SERVICES:**

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish an "Expansion" to the existing "Pool" of qualified licensed professional counselor(s) who are qualified, licensed and meet the following specifications/requirements:

1. Have experience in counseling intervention juvenile age population, family, 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, family, group;
8. Each juvenile, family, 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, family, 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, family, 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 "Licensed 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. Consult/Orientate with the "Chief Probation Officer, Probation Officers" regarding cases assigned;
22. Licensed 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

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer(s) are to provide a fee proposal as per hour, per individual, per group, per family, per sessions based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". **The department will not be financially responsible for missed appointments.**

**Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.**

**Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".**

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires one (1) original submittal and seven (7) copies.

**SECTION III – SELECTION/EVALUATION/RANKING**

**SELECTION/EVALUATION/RANKING PROCESS:**

The evaluation consists of a 100-point scoring system based on the “Evaluation Criteria”-Exhibit B. The participants will be ranked after evaluation of “Pool/Roster” by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

- (A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this “Request For Proposals”.
- (B) After the RFPs have been reviewed, scored and evaluated, the committee will present the “Pool/Roster” grid to the Hidalgo County Commissioner’s Court for the purposes of ranking.

**Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.**

- 1. **LICENSED PROFESSIONAL COUNSELOR(S):** (30 Points)  
The “Licensed Professional Counselor(s) should provide information related to its Qualifications. The “Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the “Texas State Of Board Of Examiners Of Professional Counselors” and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the “Counseling Services” as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.
- 2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** (20 Points)  
The “Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the “Licensed Professional Counselor” by the “Judge Mario E. Ramirez, Jr. If the “Counselor” currently has an active practice, the “Counselor” must state in detail how services and requirements will be rendered as detailed for the “Request For Proposal”. “Counselor(s) should include any local issues or concerns that directly affect the “Counselor(s) understanding of the project.
- 3. **COST:** (20 Points)  
Provide fee cost per individual, family, group, per hour sessions as requested in scope of service and requirements.
- 4. **ABILITY TO COMMIT TO ALL REQUIRED “SERVICES”** (30 Points)  
The “Licensed Professional Counselor(s) should provide as much background information as to it’s experiences in providing similar counseling services to juveniles, family, groups, etc.”

**NEGOTIATION PROCESS:**

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a “Pool/Roster” will be reviewed and considered in order to create “Pool/Roster”. Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center for - “Counseling Services”. Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

**Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the**

current original pool for the “Licensed Professional Counselors” in place. This project will be an “Expansion” to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an “As Needed Basis”.

**RFP SUBMITTED TO:** An original and seven (7) copies of RFPs should be submitted to:

<p><b><u>US Postal Mail Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539</p>	<p><b><u>Physical Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, February 10, 2010.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

# **EXHIBIT "B"**

## **PAYMENT SCHEDULE**

**(Including Best And Final Offer)**

- 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



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Mr. Tony Guzman, M. Ed. LPC  
Guzman & Associates

From: Sandy Suarez, Buyer I for:  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

Date: March 1, 2010

Re: Best and Final Offer –RFP NO: 2010-023-02-10-SGS  
Hidalgo County Juvenile Probation Department-“Licensed Professional Counselor(s) For Expansion Of Current Pool”

Pursuant to today's meeting-March 01, 2010, a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Chief Juvenile Probation Officer, Mr. Israel “Buddy” Silva, Jr. discussed what the project and services entailed. Please review discussed and approved details as follows:

- a) Hidalgo County's Procedures.
- b) Scenario of receiving a referral from Hidalgo County Juvenile Justice Center.
- c) Discussion of Background checks.
- d) Schedule of Fees were discussed and agreed upon. Fees shall be at the same rate as the current County contracted Licensed Professional Counselors.
- e) Acceptance of Medicaid.

**The Schedule of Fees is as followed:**


- 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

At this time Hidalgo County is requesting for consideration a “Best and Final Offer” as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your “Best And Final Offer” by 3:00 p.m., Wednesday, March 03, 2010 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4860. Thank you.

Best and Final Offer \$ As stated above.

Signed: 

Title: LPC (owner)

Printed Name: Tony Guzman

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not waive or alter the rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
STATE FARM INSURANCE, ROEL VILLANUEVA  
702 W EXPRESSWAY 83 SUITE A  
PHARR TEXAS 78577

**CONTACT NAME:** TONY GUZMAN  
**PHONE:** (956) 888-555-4090  
**FAX:**  
**EMAIL:**  
**ADDRESS:**  
**INSURERS' APPOINTING COVERAGE:**  
INSURER A: State Farm Indemnity  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

**INSURED**  
TONY GUZMAN  
DBA GUZMAN & ASSOCIATES  
210 NOLANA AVE STE B  
MCALLEN TX 78504-2509

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE IN THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	COVERAGE
1	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE    OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EXCLUDED) MED EXP (Any one perso) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY    PRO    LOC					
2	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRE AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per pers) BODILY INJURY (Per acc) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED    RETENTIONS					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (If "yes" list in N/A) IF YES, describe in N/A DESCRIPTION OF OPERATIONS:	Y/N N/A				EL EACH ACCIDENT EL DISEASE - BA EMP. EL DISEASE - POLICY
A	BUSINESS-OFFICE Location: 210 NOLANA AVE STE B MCALLEN TX		90-BK-XD40-7 L	09/22/2010	09/22/2011	B-UBH PROP 1000 C-LOSS INC AGT LOSS L-BURN LIAB 300000 GEN AGGREG 60000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
TONY GUZMAN  
DBA GUZMAN & ASSOCIATES  
LOCATION:  
210 NOLANA AVE STE B  
MCALLEN TX 78504-2509

**CERTIFICATE HOLDER**  
HIDALGO COUNTY PURCHASING DEPARTMENT  
2812 S BUSINESS HIGHWAY 281  
EDINBURG TEXAS 78539

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
*[Signature]*



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



**IPSO**  
Insurance Purchasing Organization

Producer 018098	Branch 970	Prefix HPG	Policy Number 0273927341-8	Policy Period from: 12:01 AM Standard Time to: 12:01 AM Standard Time	Effective Date 08/08/10	Expiration Date 08/08/11
Named Insured and Address TONY GUZMAN 210 W NOLANA AVE STE B MCALLEN TX 78504-2509 Medical Specialty: Licensed Professional Counselor				Program Administrator Healthcare Providers Service 159 East County Line Road Hatboro, PA 19040-1218		
Code: 80723				Insurance Provided by American Casualty Company of Re 333 S. Wabash Avenue Chicago, IL 60604		
COVERAGE PARTS				LIMITS OF LIABILITY		

<b>A. PROFESSIONAL LIABILITY</b>						
Professional Liability	\$1,000,000.00	each claim	\$3,000,000.00	0	aggregate	
Good Samaritan Liability	Included above					
Personal Injury Liability	Included above					
Malplacement Liability	Included above					

<b>B. Coverage Extensions</b>						
License Protection	\$25,000.00	per proceeding	\$25,000.00	0	aggregate	
Defendant Expense Benefit			\$25,000.00	0	aggregate	
Deposition Representation	\$10,000.00	per deposition	\$10,000.00	0	aggregate	
Assault	None		None			
Medical Payments	\$25,000.00	per person	\$100,000.00	0	aggregate	
First Aid			\$10,000.00	0	aggregate	
Damage of Property of Others	\$10,000.00	per incident	\$10,000.00	0	aggregate	

<b>C. WORKPLACE LIABILITY</b> 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		\$150,000.00	0	sub-limit	
Personal Liability			\$1,000,000.00	0	aggregate	

<b>D. GENERAL LIABILITY</b> 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		None	
Personal Liability					None	

Total \$317.00 Premium reflects self-employed, full-time  
 Policy forms and endorsements attached at inception QUESTIONS? CALL: 1-800-983-9491

G-121500-D G-121501-C G-121503-C G-145184-A G-147292-A GSL3886 GSL3908 GSL1346 G-123846-C42  
 G-53752-C42  
 Master Policy: 1811433

*Thomas F. Motamed* Chairman of the Board      *John A. White* Secretary  
 Keep this document in a safe place. This and your cancelled check act as proof of coverage.