



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

January 31, 2011

Steven J. Zak, PhD  
2216 N. 5<sup>th</sup> Street  
McAllen, Texas 78501

Re: C-09-035-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center  
Licensed Sex Offender Treatment Provider(s)

Dear Mr. Zak:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to renew the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, February 8, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Wednesday, February 2, 2011, via facsimile to (956) 956-318-2629 or email to: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us) so as to meet the agenda request form deadlines.

By: \_\_\_\_\_

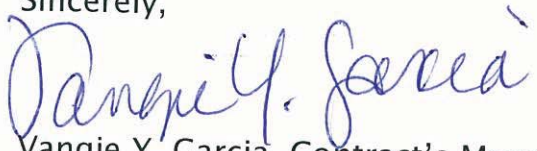
Date: \_\_\_\_\_

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

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,

A handwritten signature in blue ink that reads "Vangie Y. Garcia". The signature is written in a cursive, flowing style.

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

cc:

department  
auditors

STATE OF TEXAS  
COUNTY OF HIDALGO

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**AMENDMENT TO AND RENEWAL OF CONTRACT  
FOR SERVICES BETWEEN HIDALGO COUNTY JUVENILE  
PROBATION DEPARTMENT AND STEVEN J. ZAK, Ph.D.**

This AMENDMENT to the contract between Steven J. Zak, Ph.D. ('Contractor') and Hidalgo County Juvenile Probation Department a department of Hidalgo County, Texas (the "Department") effective the 16<sup>th</sup> day of **February, 2010**, is made between the Department and the County (the "Amendment"), as follows:

WHEREAS, Contractor and Department entered into a Contract on February 17, 2009 (the "Contract") in which the Contractor agreed to provide professional medical and/or psychological counseling services for the youth probationers served by the Department (the "Clients") as described in the Contract;

WHEREAS, the Contract did not reference the requirements/scope of services attached to the Contract as Exhibit A; as well as Exhibit B that were part of the Request for Proposals issued by the Department in acquiring services of Contractor;

WHEREAS, the parties have now determined to amend the Contract to reference the requirements/scope of services in the Contract as Exhibit A; as well as Exhibit B that were part of the Request for Proposals issued by the Department in acquiring services of Contractor;

WHEREAS, the parties desire to renew the Contract as provided in the requirement/scope of services that were part of the Request for Proposals issued by the Department in acquiring the Services of Contractor;

NOW THEREFORE, for and in consideration of the services performed by Contractor and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Contractor and Department hereby agree to the following Amendment to the Contract:

1. The first sentence of numbered paragraph 1 of the Contract is deleted in its entirety and is replaced by the following:

Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department in accordance with the terms and provisions of Exhibit A

attached hereto and incorporated herein for all purposes and Department agrees to compensate Contractor in accordance with the terms and provisions of Exhibit B attached hereto and incorporated herein for all purposes.

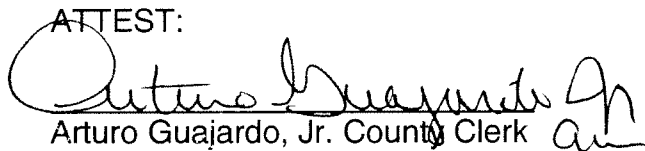
2. In accordance with the requirements/scope of services stated in the Request for Proposals issued by the Department in acquiring the services of Contractor, County hereby renews the Contract, as amended by the Amendment, with Contractor for an additional one (1) year term under the same rates, terms and conditions.
3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

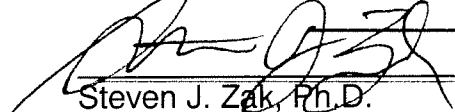
HIDALGO COUNTY

  
\_\_\_\_\_  
Rene Ramirez, County Judge

ATTEST:

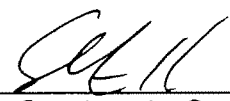
  
Arturo Guajardo, Jr. County Clerk

Contractor

  
\_\_\_\_\_  
Steven J. Zak, Ph.D.

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By:   
\_\_\_\_\_  
Stephen L. Crain

THE STATE OF TEXAS

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COUNTY OF HIDALGO

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CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17<sup>th</sup> of February 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "Department") and **STEVEN J. ZAK, Ph.D.** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITNESSETH:

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WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological 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 sex offender treatment provider (LSOTP) until replaced by Department. These services, but are not limited to:

- (a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

- (b) Conducting psychosexual examination of the Clients as required by the Department;
- (c) Conducting other evaluations and tests on each Client as required by the Department;
- (d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
- (f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created 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 there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, 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 represents that it employs a LSOPT 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 LSOPT

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 certifies that the individual or business entity named in the 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 review 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 foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations	up to \$395.00 Maximum per Evaluation
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Psychosexual Evaluations Update/Addendum	up to \$200.00 Maximum per Evaluation
Individual and/or Family Counseling	up to \$125.00 Maximum per Client per hour
Group Counseling	up to \$ 45.00 per person Maximum per Client 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 is 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 that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

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. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, 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 constructed 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 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 requirement 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 an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor 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 Contactor'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 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 part acknowledges that neither had made (either directly or through any agent or representative) any representations 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 be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at 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:

Hidalgo County Juvenile Probation  
Department  
Attention: Israel "Buddy" Silva, Jr.  
P.O. Box 267  
Edinburg, Texas 78540

If to Contractor:

Steven J. Zak, Ph.D.  
2216 N. 5<sup>th</sup> St  
McAllen, Texas 78501

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 addressee 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.

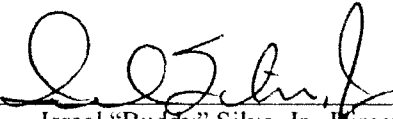
20. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

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 be 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.

**HIDALGO COUNTY JUVENILE PROBATION  
DEPARTMENT**

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

**HIDALGO COUNTY JUVENILE BOARD**

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

**CONTRACTOR:**

  
Steven J. Zak, Ph.D.

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# **EXHIBIT “A”**

**SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES**

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**EXHIBIT A**  
**REQUIREMENTS/SCOPE OF SERVICES**

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

**REQUEST FOR PROPOSAL**

**“POOL FOR LICENSED SEX OFFENDER TREATMENT  
PROVIDER(S)”**

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

**“POOL FOR LICENSED SEX OFFENDER TREATMENT  
PROVIDER(S)**

RFP NO: 2009-035-01-28-YSI

**Overview:**

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Sex Offender Treatment Provider(s)” in order to establish a “Pool” of Licensed Sex Offender Treatment Provider(s) on an “As Needed Basis”. Service “Pool/Roster” shall be for a period of One (1) Year with the County’s option to renew for two (2) additional one (1) year 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 Sex Offender Treatment Provider(s). Request For Proposals will be accepted until 9:30 A.M., Wednesday, January 28, 2009. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:  
RFP Number: 2009-035-01-28-YSI

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> 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:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> 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, January 21, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 23, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 locate at 100 No. Clossner, 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**) certainly 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 "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for 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 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.

**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 Sex Offender Treatment Provider(s) who are qualified as a Licensed "Sex Offender Treatment Provider(s)". The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(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 licensed "Sex Offender Treatment Provider(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 a "Pool" of qualified licensed "Sex Offender Treatment Provider(s)" who are qualified to provide services and expertise and licensed as "Sex Offender Treatment Provider(s)" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include but are not limited to:
  - a. Conducting individual family and/or group counseling appropriate for the needs of each Client;
  - b. Conducting psychosexual examinations of the Clients as required by the Department;
  - c. Conducting other evaluations and tests on each Client as required by the Department;
  - d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
  - e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
  - f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the 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. Proposer 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 the proposer.
2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer 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. Proposer 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.
5. Proposer 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 proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the 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 Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer 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.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department

will complete and proposer 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 proposer's compliance with contractual requirements.

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

Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling 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.

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 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 Commissioners 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 SEX OFFENDER TREATMENT PROVIDER(S):** (30 Points)  
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(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 state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the 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 Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s)" understanding of the project.

3. **COST:** (20 Points)  
 Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)  
 The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, 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" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

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

<b><u>US Postal Mail Address:</u></b>	<b><u>Physical Address:</u></b>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, January 28, 2009.**  
 All costs and expenses associated with the preparation and submission of (rfp'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.

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# **EXHIBIT “B”**

**PAYMENT SCHEDULE/BEST AND FINAL OFFER**

## **EXHIBIT "B"**

### **PAYMENT SCHEDULE**

1. Psychosexual Evaluations-Up to \$395.00
  2. Psychosexual Evaluations-Update/Addendum-Up to \$200.00 Maximum Per Evaluations
  3. Individual And/Or Family Counseling-Up to \$125.00 Maximum Per Client Per Hour
  4. Group Counseling-Up to \$45.00 Per Person Maximum Per Client Per Hour
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**EXHIBIT "C"**

**INSURANCE  
REQUIREMENTS**