

Hidalgo County Head Start Program Policy Council Agenda

DATE: June 8, 2011

SUBJECT: Discussion/Approval for Consideration and Acceptance of Providers Meeting all Specifications and Requirements for the Following Request for Qualifications (RFQ):

1. Medical & Dental RFQ #2011-001-04-15
2. Mental Health RFQ #2011-002-04-15
3. Special Services RFQ #2011-003-04-15

RATIONALE/NEED: Contracts need to be secured in order to provide services to the children and families.

RECOMMENDATION: Administration Recommends Approval

COST: As Specified On Services Required

RELATED INFORMATION INCLUDED: Memos, Contracts

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

A. Tovar
EG
Jerem Flores



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♣ EDINBURG, TEXAS 78540♣ TEL: (956) 383-0706 ♣ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director
FROM: Ambrosio Tovar, Procurement Director *A. Tovar*
DATE: June 1, 2011
SUBJ: RFQ Recommendations

The Request for Qualification (RFQ) for Health & Dental, Mental Health and Special Services were received on April 15, 2011. These Request for Qualifications were reviewed by the Procurement Department, Health Services and Special Services Departments (see attached department memos).


Each department has submitted their recommendations of the providers to be approved for services to the Head Start Program for the next school year starting in August 2011. These providers meet the requirements.

In the area of special services we have forty four (44) providers being recommended. In comparison, we have forty three (43) Head Start Centers throughout the county. This would allow the opportunity of selecting the providers closest to each center to avoid long distance travel for the children.

Attached is a summary by RFQ category of all the providers that are being recommended.

Should you have any questions please call me. Thank you.

Hidalgo County Head Start Program Special Services

TO: Ambrosio Tovar, Procurement Director
FROM:  Connie Horta, Special Services Director
SUBJECT: RFQ Recommendations
DATE: June 1, 2011

The RFQ packets have been reviewed. The following list of providers are being recommended for the 2011/2012 school year.

If you have any questions, please feel free to call 380-4192 or 380-4170.

Amy Jane Hermansen	Dynamic Children Therapy Services, LLC	Speech Success, LLC
RGV Training Wheels Therapy Clinic LLC	Thanya O. Garza	ProCare Therapies, PC
RGV Enterprises, LLC, dba/Little All Stars	Southwest Medical Consultants	TheraCare Rehab Services, PLLC
Children's Care Rehab Center, LLC	Stride, LLC, dab/Step n Stride Rehab Center	SAB & Associates Kids Abilities Children's Rehab
QTP II, dba/Quality Therapy Providers	Head 2 Toe Rehab, Inc.	Melody Kid's Care, LLC
Primeros Pasos, LLC, 1 st Step Pediatric Rehab	Faz Lasbasbas, LLC, dba/Weslaco Therapy Center	Tauro Investment, LLC, dba/Kids Zone Children's Rehab
Best Beyond Expectation Speech Therapy, LLC	NTC Partnership, LLC, dba/Therapy Works Rehab Services	Therapy Associates LLC, dba/Therapy Network
Bright Therapy Solutions ,LLC	Children's Rehabilitation Clinic, LLC	1 st Step Ahead Rehab, LLC
Lifespan Rehab Center, LLC	Kidding Around Therapy, Inc.	Kid Speech, Inc.
Team Success, Inc.	Rehability Therapy Center LLC	Mercy Rehab Services, Inc.
Elsa Therapy & Wellness Center, dba/Jumpstart Therapy & Medical Clinic	Building Blocks Pediatric Rehab LTD	River Healthcare LLC, dba/Tree House Rehab
Rehab Central, LLC	Valley Therapy Center, Inc.	Therapy Zone, PLLC
Renaissance Outpatient Rehab Center, LLC, dba/Kids Korner	VPC Assoc., LLC dba/ Total Care Rehab	Acovill Management Co. dba/Kids in Action Therapy
Aptus Health Care, Inc.	Life Skills Therapy Center, LLC	Best Care Physical Therapy PC., dab/Advance Therapy Solutions
Therapy R US Rehab Specialist, PLLC	Marybel L. Pantoja, dba Speech Therapy Services, LLC	



Hidalgo County Head Start Program

Special Services Department

RFQ No 2011-003-04-15

2011-2012

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Sign Language Services	20	15	15	15	10	75
RGV Training Wheels	20	25	20	25	10	100
RGV Enterprises, LLC dba/Little All Stars	20	25	20	25	10	100
Children's Care Rehab Center, LLC	20	25	20	25	10	100
QTP II	20	25	20	25	10	100
1 st Steps Pediatric Rehab	20	25	20	25	10	100
Best Beyond Expectation Speech Therapy, LLC	20	25	20	25	10	100
Bright Therapy Solutions	20	25	20	25	8	98
Life Span Rehab Cente, LLC	16	25	20	25	5	91
Team Success Therapy	20	25	20	25	10	100
Elsa Therapy & Wellness Center dba Jump Start Therapy & Medical Clinic	20	25	20	25	5	95



Hidalgo County Head Start Program

Special Services Department

RFQ No 2011-003-04-15

2011-2012

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Rehab Central LLC	20	15	15	0	0	50
Renaissance Outpatient Rehabilitation Center LLC/DBA Kids Korner	15	25	20	10	0	70
Aptus Therapy Services	5	15	15	15	5	55
Therapy R Us	10	15	20	15	0	60
Dynamic Children Therapy Services	15	15	15	15	10	70
Thanya O. Garza/Sprouting New Beginning Rehab	18	15	15	25	10	83
Southwest Medical/DBA Los Niños Pediatric	10	15	15	15	10	65
Step N Stride Center	18	25	20	25	5	93
Head To Toe Rehab	20	25	20	25	10	100
Faz Labasbas/Weslaco Therapy	20	25	20	25	5	95
Therapy Workis Rehab Services	20	15	15	25	10	85
Childrens Rehab Clinic	10	15	15	10	0	50



Hidalgo County Head Start Program

Special Services Department

RFQ No 2011-003-04-15

2011-2012

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Kidding Around Therapy, INC	18	25	20	25	8	96
Rehability Therapy CenterDBA/Life Skills Therapy of San Juan	20	25	15	15	5	80
Building Blocks Pediatric DBA/ABC Pediatric Rehab	20	15	15	15	10	75
Valley Therapy Center INC	20	25	20	25	10	100
Total Care Rehab	20	25	20	25	8	98
Life Skills Therapy Center, LLC`	15	25	20	25	5	90
Beyond Words Rehab Center	15	15	15	15	5	65
Speech Success, LLC	158	25	20	25	10	98
Pro Care Therapies, PC	18	25	20	25	10	98
Thera Care Rehab Services, PLLC	20	25	20	25	10	100



Hidalgo County Head Start Program

Special Services Department

RFQ No 2011-003-04-15

2011-2012

Name of Provider	Professional Qualifications	Experience of Project Manager	Experience/ Availability of Project Manager	Understanding of Project	Familiarity with Applicable Rules and Regulation	Total
Kids Abilities Children's Rehab	20	25	20	25	10	100
Melody's Kids Care, LLC	20	25	20	25	10	100
Tauro Investment LLC/DBA Kids Zone Childrens Rehab	15	25	20	25	0	85
Therapy Associates/DBA Therapy Network	18	25	20	25	5	93.
1 st Step Ahead Rehab LLC	10	0	15	15	5	45
Kids Speech INC	20	25	20	25	10	100
Mercy Kids Rehab	20	25	20	25	10	100
Riverhealth Care/DBA Treehouse Rehab	18	25	20	25	5	93
Therapy Zone PLLC	15	25	20	25	5	90
Acovell Management Co. DBA/Kids In Action Therapy	10	25	20	25	10	90
Best Care Physical Therapy PC, DBA/Advance Therapy Solutions	18	25	20	25	5	93

*NA – Agencies that have not worked with Head Start before.

**CONTRACT FOR SERVICES
DISABILITY
2011-003-04-15**

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2011** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **August, 2012** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540**

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the

Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

Provider Name
Provider Address

6. Provider agrees to at all times be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the

minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

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

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

- E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- F. **Contract Extension.** Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2012) of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.
- J. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
(Provider's Name)

BY: _____
Ramon Garcia, County Judge

(Print Name)

BY: _____
Teresa Flores, Executive Director

(Title)

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Services – Disability

The Provider agrees to provide any services deemed necessary to evaluate any and all children referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will included the following and in addition all services will be provided on schedule with Head Start 1308.4.

- (a) Physical Therapy & Evaluation
- (b) Occupational Therapy & Evaluation
- (c) Speech Therapy & Evaluation
- (d) Admission Review and Dismissal (ARD) to include Individual Education Plan (I.E.P.)
- (e) Assessment Report
- (f) Head Start Diagnostic Report
- (g) Eligibility and Determination Form
- (h) Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

The provider agrees to transport Head Start child (ren) to and from Head Start Centers, to its facilities where it will be providing services.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

Provider shall provide copies of children records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The Hidalgo County Head Start Program agrees to ensure that:

- (a) Consent/release; social case history; medical referral are completed;
- (b) Transportation of clients to and from the Provider is arranged as deemed necessary;
- (c) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

The transition phase of any child into or out of the Head Start Program will be met by working closely together with Early Childhood Intervention (ECI) and Local Education Agency (LEA's) to assure the continuum of services that the child is receiving.

The Hidalgo County Head Start Program will identify and provide names of children referred whose families have health insurance or Medicaid. The Provider will submit insurance or Medicaid claims directly to insurance companies for services provided to minimize Program cost.