

Hidalgo County Head Start Program Policy Council Agenda

DATE: May 16, 2012

SUBJECT: 1. Presentation of the Providers Submitting Responses to the following Hidalgo County Head Start Program's Request for Qualifications and Meeting the Minimum Requirements as Set Forth in the Procurement Packets and as Determined by the Head Start Program Staff Accepting Grading/Scoring Said Responses for the Purpose of Commissioners' Court the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts:

Special Services RFQ #2012-003-04-11

Mercy Rehab Service, Inc.	Cheers Therapy Center, LLC.	Risas y Rayones Rehab Services	Head 2 Toe Rehab, Inc.
Sign Language Services	Faz Labasbas, LLC., DBA/Weslaco Therapy Center	Eccleage Therapy, LLC., DBA/Bambinos Pediatric Rehab	Lifespan Rehabilitation Center, LLC.
Best Care Physicals Therapy, PC DBA/ Advance Therapy Solutions	RGV Enterprises, LLC, DBA/Little All Stars Children's Rehab	Therapeutic Rehabilitation Center, LLC.	Famber Group, LLC., DBA/Mission Rehabilitation Services
Kidspeech, Inc.	Melody's Kids Care, LLC.	Best Beyond Expectations Speech Therapy, LLC.	Leaps And Bounds Pediatric Rehab Center, Inc.
Building Bridges Therapy Clinic, LLC.	RGV's Training Wheels Therapy Clinic	Valley Therapy Center, Inc.	ProCare Therapies, PC.
Acovill Management Co. LLC DBA/Kids In Action Therapy	NTC Partners, LLC. DBA/Therapy Works Rehab Services	Skill Builders Rehabilitation, LLC.	Optimum Kids, LTD DBA/Alton Rehab Center
Therapy Zone, PLLC.	Nissi Therapy Center of Edinburg, LLC. DBA/ High Point Therapy Center	Tauro Investments, DBA/Kids Zone Children's Rehab	Renaissance Outpatient Rehab Center, LLC., DBA/Kids Korner
QTP II, Inc. DBA/ Quality Therapy Provider	SAB & Associates, LLC. DBA/Kid Abilities Children's Rehab	Dynamic Rehab Group, DBA/Dynamic Children Therapy Services	Children's Care Rehabilitation Center
Thera Care Rehab Services, PLLC.	Bright Therapy Solutions, LLC.	Children's Speech & Language Center, PLLC.	

2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Above Attached Hereto.

RATIONALE/NEED: Administration needs to obtain special services providers for the Head Start children for the next school year.

RECOMMENDATION: Administration recommends approval

COST: Head Start funds for this project are available.
Special Services: Account 19-5257-20-10000-405

RELATED INFORMATION INCLUDED: Memo/Grading-Scoring/Contract

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: *[Signature]*



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: May 7, 2012

SUBJ: RFQ Recommendations

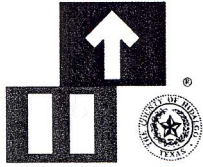
The Request for Qualification (RFQ) for Special Services were received on April 11, 2012. These Request for Qualifications were reviewed by the Procurement Department and Special Services Department (see attached department memos).

The 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 2012. These providers meet the requirements.

We have thirty-five (35) 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 of the providers that are being recommended.

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



HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117
EDINBURG, TX 78540-0117
TEL. (956) 383-0706 FAX (956) 380-2588

To: Ambrosio Tovar, Procurement Director
From: ^{کن} Connie Horta, Special Services Director
Subject: RFQ Recommendations
Date: May 7, 2012

The RFQ packets have been reviewed. The following list of providers is being recommended for the 2012/2013 school year.

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

Mercy Rehab Service, Inc.	NTC Partners, LLC., DBA/ Therapy Works Rehab Services	Famber Group, LLC., DBA/ Mission Rehabilitation Services
Sign Language Services	Nissi Therapy Center of Edinburg, LLC., DBA/ High Point Therapy Center	Leaps And Bounds Pediatric Rehab Center, Inc.
Renaissance Outpatient Rehab Center, LLC., DBA/ Kids Korner	SAB & Associates, LLC., DBA Kid-Abilities Children's Rehab	ProCare Therapies, PC.
Best Care Physicals Therapy, PC DBA/ Advance Therapy Solutions	Bright Therapy Solutions, LLC.	Optimum Kids, LTD DBA/ Alton Rehab for Kids
Kidspeech, Inc.	Risas y Rayones Rehab Services	Children's Care Rehabilitation Center
Building Bridges Therapy Clinic, LLC.	Eccleage Therapy LLC., DBA/ Bambinos Pediatric Rehab	Dynamic Rehab Group, DBA/ Dynamic Children Therapy Solutions
Acovill Management Co., LLC DBA/ Kids In Action Therapy	Therapeutic Rehabilitation Center, LLC.	Children's Speech & Language Center, PLLC
Thera Zone, PLLC	Best Beyond Expectations Speech Therapy, LLC.	Head 2 Toe Rehab, Inc.
QTP II Inc., DBA/ Quality Therapy Providers	Valley Therapy Center, Inc.	Lifespan Rehabilitation Center, LLC.
Therapy Care Rehab Services, PLLC	Skill Builders Rehabilitation, LLC.	Faz Labasbas, LLC., DBA / Weslaco Therapy Center
Cheers Therapy Center, LLC.	Tauro Investments, DBA/ Kids Zone Children's Rehab	RGV Enterprises, LLC., DBA Little All Stars Children's Rehab
RGV'S Training Wheels Therapy Clinic	Melody's Kids Care, LLC.	

CONTRACT FOR SERVICES
DISABILITY
C-12-003-05-30

STATE OF TEXAS &
 &
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August** ,
2012 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 **July, 2013**
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

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information (“PHI”) and electronic Protected Health Information (“ePHI”), as mandated by the Privacy Rule and Security Rule (jointly referred to as “the Rules”) under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; 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
Attn: Mrs. Elma Keller, Finance Director
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 contractor 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 by notice to the other party. Proper Notice shall be submitted through certified letter to:

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

If to Provider: _____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation 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. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. 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 Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo 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 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. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).
- I. 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.
- J. 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.
- K. Provider 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 include 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.