

RFQ NO: 2015-102-10-21	BUYER III: Yolanda Velasquez	TEL: 956-318-2626
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REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Hidalgo County Juvenile Probation
“Professional Psychiatrist Services”

ACCEPTANCE DATE:
OCTOBER 21, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFQ NO: 2015-102-10-21-YZV

1. **Sealed Statements of Qualifications** will be received for "**Hidalgo County Juvenile Probation-Professional Psychiatrist Services**" in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2015-102-10-21-YZV "HIDALGO COUNTY JUVENILE PROBATION-PROFESSIONAL PSYCHIATRIST SERVICES"** and in County's Purchasing Department, 2812 S. Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, October 21, 2015.** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2015-102-10-21-YZV-HIDALGO COUNTY JUVENILE PROBATION-Professional Psychiatrist Services.**

Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday October 07, 2015 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday October 09, 2015 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting

party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
14. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:

- a) Name and address of successful vendor
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"Hidalgo County Juvenile Probation-Professional Psychiatrist Services"**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - f) Contract number must be indicated on all invoices
- . Discount payments will be considered when offered.
 - . Contact person for Billing and Payment questions:

Hidalgo County Juvenile Probation
Israel "Buddy" Silva, Chief Juvenile Probation Officer
1001 North Doolittle Road
"Judge Mario E. Ramirez Jr. Juvenile Justice Center"
Edinburg, TX 78541
956-587-6249

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	<u>October 21, 2015</u>
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~

. ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. 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 contracts 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 completed forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act

or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Hidalgo County Juvenile Probation-Professional Psychiatrist
RFQ No: 2015-102-10-21-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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

“Professional Psychiatrist Services”

RFQ NO: 2015-102-10-21-YZV

PURPOSE:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting statements of qualifications for two (2) qualified psychiatrists to provide psychiatric services to patients of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center. 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. Services are to be provided during regular work hours and may also include after hours emergency consultation and/or on call hours..

RFQ Number: [2015102-10-21-YZV](#)

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

US Postal Mail Address:

Martha L. Salazar, CPPB, H.C. Purchasing Agent
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, H.C. Purchasing Agent
Hidalgo County Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

SECTION I -GENERAL TERMS AND CONDITIONS

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN **Wednesday, October 07, 2015** at 5:00 P.M. at (956) 318-2629 . Responses will be sent to all applicants via facsimile by **Friday, October 09, 2015**. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFQ 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 RFQ:

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 Qualifications RFQ's) 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 RFQ'S:

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 QUALIFICATIONS:

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 "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 (if applicable):

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

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ 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 psychiatrist who is qualified as a "Licenses Psychiatrist" (Child/Adolescent Psychiatrist Preferred). The person(s) directly performing the counseling services are required to be licensed. Credentials, curriculum vitae, 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 psychologist(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 with a qualified licensed psychiatrist who is qualified to provide services and expertise and licensed as a "Psychiatrist" and meet the following specifications/requirements:

1. To provide to department and its clients the services required of a medical license in the State of Texas Psychiatrist for the purpose to objectively assess and develop a comprehensive treatment plan for therapeutic and medical services deemed necessary for the presenting and identified issues, to include any physical diagnosis that may need to be addressed . Psychiatric diagnostic interview or examination must include these services but are not limited to:
 - a) Bio-psychosocial model (parent/guardian and juvenile will be interviewed separately)
 - b) Review psychological evaluation (when applicable)
 - c) Typed narrative report.

Narrative Report must include a specific recommendation for evaluation and treatment plan development. Upon a medication being prescribed, a written order (not verbal) should be provided with a prescription to include discontinuation of previously described medication and a written order (not verbal) as to the dates and times that the prescribed medication should be administered. Psychiatrist must be able to conduct evaluation in the language of literacy and understanding of the juvenile. Must be performed individually and in a private session and directly by a psychiatrist with license to practice in the State of Texas.

On site testing is preferred for all juveniles detained. On site, juveniles may be available seven (7) days a week and must provide timely appointment, between 2:30 p.m.- 3:30 p.m. or 4:00 p.m. – 8:00 p.m. Monday – Friday.

Off site testing for juveniles who are detained, the interview with parents/guardian shall be scheduled at different times to minimize safety and security concerns. Per Texas Juvenile Justice Department. A Juvenile Probation Department employee will transport juveniles who are detained and the employee shall be present within sight and sound at all times during the evaluation.

- d) Psychiatric evaluation must be returned type within three (3) working days.
- e) Must provide services in the language of literacy and understanding of the juvenile.
- f) Psychiatrist may be called to testify in a Court of Law.
- g) An addendum to the original psychiatric evaluation may be requested for purposes of continuation of psychiatric services upon exiting the juvenile justice system.
- h) Upon authorization of Hidalgo County Juvenile Probation department and at the request fo the juvenile managing conservator, the Psychiatrist will explain the psychiatric evaluation for the juveniles' managing conservator.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

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.

SECTION III – SELECTION/EVALUATION

SELECTION/EVALUATION 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 Juvenile Justice Center Staff. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation is based on the criteria outlined below.

- (A) The Hidalgo County Juvenile Justice Center Staff (selected and/or designated by Hidalgo County Board of Judges will review, score and evaluate the RFQs received in response to this "Request for Qualifications".
- (B) After the RFQ's have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" to the Hidalgo County Board of Judges to deem as qualified and award of contract(s).

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

1. **LICENSED PSYCHIATRIST (S):** **(30 Points)**
The "Psychiatrist" should provide information related to its Qualifications. The "Psychiatrist(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:** **(30 Points)**
The "Psychiatrist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Psychiatrist" by the "Judge Mario E. Ramirez, Jr. If the "Psychiatrist" currently has an active practice, the "Psychiatrist" must state in detail how services and requirements will be rendered as detailed for the "Request For Qualifications". Psychiatrist(s) should include any local issues or concerns that directly affect the "Psychiatrist(s) understanding of the project.
4. **QUALIFICATIONS AND EXPERIENCE:** **(40 Points)**
Qualifications and experience of the organization (non-profit community based agency or for-profit community base agency and ability to bill other funding sources-private insurance, Medicaid and Chips) Experience working with the juvenile justice system. Experience working with the juvenile courts.

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 Professional Psychiatrist(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFQ's.

THE STATE OF TEXAS
COUNTY OF HIDALGO

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§
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CONTRACT FOR SERVICES
C-15-

THIS AGREEMENT is made as of the ____ day of, _____, **2015** by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and _____, (hereinafter "**Psychiatrist**" and/or "Contractor") to serve at the pleasure of the Department.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of **psychiatric** services for the residents of the Hidalgo County Juvenile Justice Center (collectively the "Client") **which Services are** more specifically **described herein (the "Services")**; and

WHEREAS, Psychiatrist has agreed to provide the **Services** enumerated hereinafter for the "Client".

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Psychiatrist agree as follows:

1. Psychiatrist agrees to provide to the Client the **Services** specified in the Request for Qualifications (RFQ) and Response to Request for Qualifications attached as Exhibit "A" and Exhibit "B" respectively and incorporated herein. In the event of any discrepancy or inconsistency, the Request for Qualifications shall control. These **Services** include, but are not limited to:

- (a) Providing and maintaining a **medical license in the State of Texas to provide psychiatry** under which all medical activities of the Juvenile Justice Center employees will take place;
- (b) Bio-psychosocial model (parent/guardian and juvenile will be interviewed separately)
- (c) Review psychological evaluation (when applicable)
- (d) Typed narrative report
- (e) Psychiatric evaluation must be returned typed within three (3) working days.

- (f) Must provide services in the language of literacy and understanding of the juvenile.
- (g) Psychiatrist may be called to testify in a Court of law
- (h) An addendum to the original psychiatric evaluation may be requested for purposes of continuation of psychiatric services upon exiting the juvenile justice system.
- (i) Upon authorization of Hidalgo County Juvenile probation department and at the request of the juvenile managing conservator, the Psychiatrist will explain the psychiatric evaluation for the juveniles' managing conservator.

2. Contractor represents that he is a licensed psychiatrist licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Client of such suspension or revocation.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Juvenile Justice Department P.O. Box 267, Edinburg, TX 78542). Said statement must include an itemized list of services rendered to the Client during the statement period. Upon receipt of said statement, the Client shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Psychiatrist shall be compensated in the according to the negotiated monthly amount as evidenced in Exhibit "B1" entitled Negotiated Monthly Amount for the services provided to the Client hereunder.

4. Contractor must comply with all applicable laws and regulations of the Juvenile Center and County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is not an employee of the Juvenile Justice Center, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Juvenile Center, 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.

5. The Juvenile Center and Contractor agree that either party may terminate this contract

at any time for any reason or no reason at all by providing ninety (90) days written notice. Contractor agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Contractor agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Contractor agrees to provide professional liability insurance covering his activities in providing the services to County 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 according to Exhibit "C" entitled Insurance Requirements, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

7. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on **Month 00, 2015** and end on **Month 00, 2017** with the option to renew for two (2) one (1) year options reserved solely with the County.

12. 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 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:

H.C. Juvenile Probation Department
Attention: Israel (Buddy) Silva Jr.
P. O. Box 267
Edinburg, Texas 78542

If to Contractor:

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.

13. Contractor shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Contractor under this Contract. Said indemnity shall cover any act or failure to act by the Contractor, its agents or employees.

14. 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.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. 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 County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions

of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

DRAFT

WITNESS our hands in duplicate originals this _____ day of _____, 2015.

DEPARTMENT:

HIDALGO COUNTY JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District
Court Juvenile Department Overseer

**HIDALGO COUNTY JUVENILE PROBATION
DEPARTMENT**

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

Approved as to form:
Atlas, Hall & Rodriguez LLP

Stephen L. Crain

Date: _____




EXHIBIT “A”
RFQ
REQUIREMENTS



**EXHIBIT “B”
RFQ
RESPONSE**



**EXHIBIT “B1”
NEGOTIATED
MONTHLY
AMOUNT**



**EXHIBIT “C”
INSURANCE
REQUIREMENTS**