

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**AGREEMENT TO PROVIDE SERVICES
C-07-402A-03-25**

THIS AGREEMENT made on April 15, 2008 by and between HIDALGO COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and Community Hope Projects, Inc., d/b/a Hope Family Health Center ("Contractor"), a Texas non-profit corporation located in the City of McAllen, Hidalgo County, Texas as follows:

WITNESSETH:

WHEREAS, County has great concern in serving the utilization of primary/specialty services to indigent individuals residing within Hidalgo County with a household income below two hundred percent (200%) of the Poverty Income Guidelines ("Indigent"), and to promote further utilization of primary/specialty care services for residents of Hidalgo County who are medically indigent, and to provide medical and health services for residents of the County; and

WHEREAS, Contractor has represented to County that it is a non-profit organization duly constituted under the laws of the State of Texas and is in the business of providing such services to indigents and other qualified recipients;

WHEREAS, County desires to contract with Contractor to provide such services as detailed in Attachment A; and

WHEREAS, County will disburse appropriated grant funds as outlined in Attachment B and County may require that such grant funds be returned if the County determines that Contractor failed to comply with the terms of requirements and services; and

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and distribution of said funds, County and Contractor agree to the terms and conditions stated in this Agreement.

1. " Contractor agrees that it will provide primary/specialty care services for Indigents of Hidalgo County in need of medical assistance as detailed in Attachment A."

2. Contractor agrees that it will utilize such grant funds only for the purposes as detailed in the specifications and requirements of project.

3. Contractor agrees to provide the County any required reports, documentation, time sheets, activity log, canceled checks, and any other accurate records that identify accurately the application of grant funds for activities supported and requested in this Agreement.

4. Contractor shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. Contractor shall indemnify and hold County harmless from any and all liability that may arise and result from Contractor performance of the services herein described.

5. Contractor is eligible for a total amount not to exceed **\$174,287.00**. Cost may be reimbursed for expenditures consistent with this agreement incurred on monthly basis. Reimbursement will not commence until agreement is fully executed by both parties. Agreement will be effective April 15, 2008, upon acceptance and full execution. Costs consistent with this agreement may be incurred for duration of One (1) Year Period-One Time Basis. Reimbursements may be requested up to 60 days after the funding period expires (April 15, 2009) and any remaining funds will revert back to the County.

6. All payments will be made on a cost reimbursement basis. Quarterly reports will be required to establish that the proposed goals and objectives are being met. The Contractor shall adhere to the following procedures in order to receive payment:

1. Contractor shall submit a signed copy of this agreement.
2. Prior to seeking reimbursement, Contractor must incur costs pursuant to this agreement.
3. Contractor is entitled to a single reimbursement request per month, which must include the actual expenditures.
4. Reimbursement requests should be submitted no later than the 30th days after the end of the month for which reimbursement is requested except for the final reimbursement request, which may be submitted up to 60 days after the funding period expires.

7. In performing all services under this Agreement, Contractor represents and warrants that it will comply with all applicable laws, licenses, rules, regulations and ordinances relating to the performance of the services described in this Agreement. Contractor does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

8. Contractor will maintain all necessary and appropriate records and accounts to assure a proper accounting to the County of all funds provided to Contractor hereunder. Contractor acknowledges that the records, data and information received by it in the performance of this Agreement constitutes, or may constitute, information which is protected from disclosure by the Texas Open Records Act, and other applicable laws. Contractor will not release such confidential information to any party without first obtaining the appropriate consent from the parent/guardian, and/or client to whom the information pertains. Upon request of County, Contractor agrees to provide County and its county or independent auditors access to its books and records, other than records or books which Contractor believes to be confidential patient/client records.

9. Contractor has provided County with its most recent audited financial statements together with the execution of this Agreement. Contractor will provide County with copies of its audited financial statements for any fiscal year of Contractor during which it has received funds under this Agreement as soon as such financial statements are available.

10. Contractor represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. Contractor understands that County has relied and is relying on Contractor representations and warranties as a material element of this contract.

11. **Independent Contractor.** Contractor, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Contractor or any of Contractor's partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

12. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement 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 Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

13. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. **Entire Agreement.** 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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

15. **Texas Law to Apply.** 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 performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

16. **Notice.** Except as may be otherwise specifically provided in this Agreement, 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 County: Hidalgo County, Texas
County Judge
Honorable Juan D. Salinas, III
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: **Community Hope Projects, Inc. d/b/a
Hope Family Health Center
Attn: Anna Maria Barrera, LBSW, Executive Director
2332 Jordan Road
McAllen, Texas 78503**

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.

17. **Additional Documents.** 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 Agreement.

18. **Successors.** This Agreement 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 Agreement.

19. **Assignment.** This Agreement shall not be assignable.

20. **Headings.** The headings and captions contained in this Agreement are


solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

21. **Gender and Number.** All pronouns used in this Agreement 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. **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

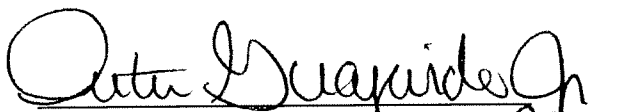
WITNESS THE HANDS OF THE PARTIES on this the ___ day of _____, 2008.

HIDALGO COUNTY, TEXAS

By: 
Juan/D. Salinas, III, County Judge

ATTEST:

Community Hope Projects, Inc
Company: *dba Hope Family Health Center*


Arturo Guajardo, Jr., County Clerk *acw*

By: ANNA MARIA BARRERA, LBSW
Print


Name: Anna Maria Barrera LBSW

Title: Executive Director

Approved by Commissioners Court On: March 25, 2008

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.


Stephen L. Crain

ATTACHMENT "A"
(SERVICES/WORKPLAN)

ATTACHMENT "A"

SERVICES/WORKPLAN

A. DESCRIPTION OF AGENCY:

- Hope Health Family Center is a non-profit organization has been in existence since 1995 when it began to provide counseling services and then it added the medical services in 1999. HFHC is one of three existing community health centers that are providing some of that relief. Today patients benefit from a holistic approach to healthcare where they can, if they choose, receive medical services, counseling services (individual and/or family), chiropractic services, specialty services, such as cardiology and urology and support services such as occupational therapy. Patients/clients of HFHC are provided with quality healthcare due to the generous amount of time donated by local medical providers who volunteer their time to help the less fortunate of the County. Such volunteers are supported by 4 full-time staff members.

- HFHC has volunteer medical staff that over time has been expanded to include: six (6) Family Practitioners, three (3) Pediatricians, One (1) Internist, One (1) Cardiologist, One (1) Nurse Practitioners, Two (2) Chiropractors, One (1) Occupational Therapist. The Counseling Services Program currently has Five (5) Part-Time Master Of Science in Social Work Graduate Interns providing counseling who are supervised by One (1) Licensed Clinical Social Work Therapist and One (1) Licensed Master Of Social Work Therapist. HFHC has a strong affiliation with the UTPA College of Health & Human Services and its many different departments, i.e. Social Work, Cooperative Pharmacy Program, Physician Assistant Studies (PAS), Dietetics, Nursing, Rehabilitative Services and Occupational Therapy.

B. HOURS OF OPERATION: The hours of operation are as follow: Monday, Wednesday, Friday, from 9:00 a.m. to 5:00 p.m. and Tuesday & Thursday, from 9:00 a.m. to 8:00 p.m. Counseling clients may be seen on Saturdays if necessary.

C. PLAN PAYOR MIX: Services are available only to adults and children who are without private health insurance, Medicare, Medicaid, or Texas CHIP and who fall 200% below the Federal Poverty Level. HFHC will NOT see any clients/patients who have benefits such as Medicare, Medicaid, Texas CHIP, or Private Insurance. HFHC does NOT accept any form of insurance including Hidalgo County Indigent.

- D. **OFFERED SERVICES AND TYPES OF PROVIDERS:** Volunteers and student interns provide basic, quality medical care, health education and family-centered, mental health services to families and individuals without access to health care and who are economically disadvantaged.

The services provided are a holistic approach to prevention and treatment. Medical services include but are not limited to: family medicine, pediatric services, women's health, men's health, urology, cardiology, chiropractic services, occupational therapy, management of diabetes and other chronic illnesses, assistance with medication samples when samples are available and medication education.

HFHC also provides counseling services. Counselors at HFHC strive to assist clients in empowering themselves to use their own strengths to make positive changes in their daily lives. Our counseling services are confidential as well as family centered and solution focused. We provide counseling services to children, adolescents, adults and older adults in the form of individual, couple/marital and family therapy. Counseling services are provided by Licensed Clinical Social Workers, Licensed Master Social Workers and graduate level student interns from the school of Social Work and Rehab departments at UTPA who are under the direct supervision of an LCSW. Counseling services are provided in English and Spanish based on the client's preference.

Currently HFHC has volunteer medical staff that over time has been expanded to include: six (6) Family Practitioners, three (3) Pediatricians, One (1) Internist, One (1) Cardiologist, One (1) Nurse Practitioner, Two (2) Chiropractors, One (1) Occupational Therapist. The counseling services program currently has five (5) part-time Master of Science in Social Work graduate interns providing counseling who are supervised by One (1) Licensed Clinical Social Work Therapist and One (1) Licensed Master of Social Work Therapist.

HFHC has a strong affiliation with the TUPA College of Health & Human Services and its many different departments, i.e. Social Work, Cooperative Pharmacy Program, Physician Assistant Studies (PAS), Dietetics, Nursing, Rehabilitative Services and Occupational Therapy. The use of student interns and volunteers is not new to HFHC however the use of PAS clinical students would be a fresh and exciting addition to the human capital already in place. Collaborations with local agencies and businesses continue to be fostered. HFHC works closely with a locally owned laboratory company and a locally owned x-ray facility that gives the patients of HFHC reduced/discounted prices. However, because of all the patients/clients seen at HFHC are below 200% of the Federal Poverty Level sometimes these reduced prices/discounts are still not enough. HFHC continues to seek out funding to assist those who cannot even afford the discounted prices that have been secured for them.

- E. **SERVICES:** HFHC proposes to provide client centered chronic illness

prevention and management case-management. Services will be provided at HFHC located at 2332 Jordan Road, McAllen, Texas. Volunteer physicians and physician assistant students will provide the consultation, medication management and set preliminary goals for treatment with the patient. The physician assistant students will be completing a clinical rotation at HFHC under the supervision of a University of Texas Pan American Physician Assistant Studies Program faculty member. Along with the medical consultation the patient will be provided with one-on-one case-management/counseling services by a licensed social worker. As the patient is identified for intensive case-management, the patient will be included a multi-disciplinary treatment plan meeting where goals will be set for positive outcomes with the patient on board with the plan. The treatment plan may include supportive services such as occupational therapy, chiropractic services as well as individual/family therapy. All services will be free to patient however a donation will be encouraged as to create a sense of ownership rather than entitlement.

- F. **PATIENT CARE:** HFHC provides services by appointment only due to the volunteer nature of the organization. Currently the wait time for an adult to see a physician is less than two weeks and for children it is less than one week. With the addition of the Physician Assistant Studies clinical students the wait time can be cut in half or less.

With the funding being requested, HFHC expects to see an increase of 35% in the number of unduplicated patients seen per month. Currently the average number of unduplicated patients seen is 194 a month, with the 35% increase HFHC expects to see 262 or more unduplicated patients a month. Patient care visits will increase from 275 a month to 371 or more a month reflecting the 35% mentioned earlier.

The current mode of operation allows for the patient to create a medical home with HFHC and each patient is expected to take an active role in their care. Presently this is accomplished by requiring patients who have been given a diagnosis diabetes or hyperlipidemia to have their lab work done every three months as a condition of our continued assistance with medication. Patients who have given a diagnosis of hypertension must return to the clinic every month for blood pressure monitoring as a condition for assistance with their medication. With the implementation of the client centered approach to treatment and case-management the patient will be asked to participate in a greater role to not only remain medically stable but to improve their outcomes to the point where they may no longer need medication.

GOALS:

1. Expand medical services by 35% with the addition of the following:
 - a. senior year students in their clinical rotations from the UTPA Physician Assistants Studies Program

2. Improve health outcomes of newly diagnosed or currently established diabetic or hyperlipidemia patients by:
 - a. Enrolling 35-50 currently active patients and 25-40 new patients a quarter.
 - b. Providing 1:1 Diabetic/Nutrition Counseling
 - i. Recruit up to two registered clinical dietitians
 - ii. Provide glucose monitoring machines and test strips to participants.
 - c. Providing 1:1 Intensive Case Management/Counseling
 - i. Hire a full-time case manager to provide intensive case management as well as supportive counseling to patient and family.
 - ii. Hold quarterly multi-disciplinary team meetings and include patients to include their input in the plan of care.
 - d. Providing assistance with cost of laboratory and diagnostic testing fees.

ATTACHMENT "B"
(GRANT FUNDING DISTRIBUTION AND FUNDING /BUDGET SUPPORT)

ATTACHMENT "B"

GRANT FUNDING DISTRIBUTION AND FUNDING/BUDGET SUPPORT

PROGRAM PROJECT: Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services

AGENCY: Community Hope Projects, Inc. d/b/a Hope Family Health Center

CONTACT PERSON: Anna Maria Barrera, Executive Director

GRANT FUNDING REQUEST: \$200,000.00

AMOUNT APPROVED BY CC: \$174,287.00

GRANT FUNDING MONTHLY REIMBURSEMENT BASIS EFFECTIVE **April 15, 2008 (Upon full execution by both parties)**

Collaborative Relationship With University of Texas Pan American Physician Assistant Studies Program (will serve approximately up to an additional 800 patients/clients a year)	\$60,000.00
Laboratory Services and Some Diagnostic Testing (at no cost to patients)	\$45,000.00
Purchase Glucose Meters and Test Strips	\$25,000.00
Recruit one or two contract registered dietitians/nutritionists	\$30,000.00
Hire a Case-Manager/Counselor	\$40,000.00
TOTAL COSTS	\$200,000.00

EXHIBIT “A”

**SPECIFICATIONS/REQUIREMENTS/
ADDITIONAL REQUIREMENTS
/QUALIFICATIONS, SCOPE OF
SERVICES, AND ELIGIBILITY
CRITERIA**

EXHIBIT A
**REQUIREMENTS/SCOPE OF SERVICES/
TERMS AND CONDITIONS**

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

**“DEMONSTRATION PROGRAM/PRIMARY SPECIALTY
HEALTH CARE SERVICES AND/OR TARGETED CASE
MANAGEMENT SERVICES”**

HIDALGO COUNTY REQUEST FOR PROPOSAL

“DEMONSTRATION PROGRAM PRIMARY/SPECIALTY HEALTH CARE SERVICES AND/OR TARGETED CASE MANAGEMENT SERVICES”

RFP NO: 2007-402-10-31-VYG

OVERVIEW:

The purpose of this Request For Proposals with Hidalgo County is to partner with eligible non-profit clinics/providers that are qualified to offer, sustain, or enhance the provision and delivery of primary health care services, subspecialty care services, and/or targeted case management services for indigent individuals residing within Hidalgo County .

Proposers/Applicants are requested to submit their experience/qualifications/proposals on the basis of these eligible criteria. Hidalgo County believes that the data contained in the criteria is sufficient for preparations of qualifications/proposals. The information is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty. Request for additional information should be directed in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas 78539.**

The County reserves the right to reject any or all proposals/applicants or any portion thereof and to accept the proposal/applicant deemed most advantageous to the County. Hidalgo County reserves the right to award grants to multiple proposers/applicants in an amount not to exceed the budget for this project. Furthermore, Hidalgo County Commissioners Court reserves the right to determine the size, amount and including but not limited to the amount of grant payments.

Deliver Submittal to:

RFP NO: 2007-402-10-31-VYG
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2007-402-10-31-VYG
**“Demonstration Program Primary/Specialty Health Care Services And/Or
Targeted Case Management Services”**

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each proposer/applicant receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the grant. Any objections to the specified eligible criteria as set forth in this Request for Proposal must be filed in writing.

Any deviation for the criteria set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these criteria and the successful applicant will be held responsible thereof. Deviations shall be explained in detail. Applicant(s) are to furnish all information requested in the Request for Proposal. Proposals/Applicants not in compliance with these criteria may be subject to rejection. The awarded proposer/applicant agrees to protect the County from claims involving infringement of patents or copyrights.

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**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Applicant has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Applicant(s), 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:

Applicant(s) 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:

Proposers/Applicants, 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 applicant'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 Proposers/Applicants 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/applicants 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 proposers/applicants 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 applicant **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:

Contract(s) period will be on a one-time basis for a one-year period. Quarterly reports will be required to establish that the proposed goals and objectives are being met.

DAVIS BACON ACT:

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

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses with the preparation and submission of the proposal shall be the responsibility of the proposer/applicant and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any grant contract awarded to a successful proposer/applicant will be in effect until (a) the grant contract expires, and/or (b) terminated by County with thirty day's written notice prior to cancellation.

Hidalgo County is requesting that sealed proposal(s)/applicant(s) be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries

must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, October 24, 2007, at 5:00 P.M. at (956) 292-7612. Responses will be sent to all applicants via facsimile by Friday, October 26, 2007. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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 ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

Proposers/Applicants should apprise themselves of all available information. Proposers/Applicants shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposers/Applicants should be in conformance with the specifications. Care should be taken to match the requested eligible criteria. The Request for Proposal criteria are not intended to be restrictive, but Proposals/Applicants, not in conformance to the criteria, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals/applicants will be in regards to the specified in-force policies.

Due care has been exercised in the preparation of the criteria, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposers/applicants.

1. Conditions of Proposal

- a. All information required by the proposers/applicants shall be furnished.
- b. Eligible Criteria has been clearly stated out.
- c. The County reserves the right to revise and amend the criteria prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these criteria. Copies of these addenda so issued will be furnished to all prospective proposer(s)/applicant(s).
- d. **If you consider any portion of your proposal/application to be confidential information and that disclosure of its contents to competing proposers/applicants would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.**
- e. Proposals/Applicants will be opened so as to avoid disclosure of contents to competing proposers/applicants, and not be made public during the process of negotiation. However, all Proposals/Applicant(s) shall be opened for public inspection after the award to of the contract,

except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.

- f. Clarification of Objections to Proposal Eligible Criteria.
All such requests for information can only be made in writing sent by email or via fax on or before the deadline of Wednesday, October 31, 2007 to:

Martha L Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-318-2629
Email to: martha.salazar@co.hidalgo.tx.us

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers/applicants understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and business objectives. Explain how long you have been in business. This description should be concise, candid, and limited as described in the "Additional Requirements).

PERSONNEL AND STAFFING:

The proposers/applicants 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 proposer's/applicant's credentials, education and experience with other government entity is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified proposer/applicant.

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

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and ten (10) copies.

SECTION III – RFP SELECTION AND SCHEDULES

PROJECT EVALUATION/SELECTION/RANKING CRITERIA:

EVALUATION:

The evaluation system consists of a 100-point system. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein. Hidalgo County at its sole discretion, may require proposers/applicants to score a minimum number of points in order to be considered for a grant award.

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates, fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality services

- Meets deadlines.
- Follows proposal format and contains all required sections and documentation.
- Clarity in articulating how your will enhance the services you already provided (such as providing better access to the services or adding needed services), and/or increase the number of indigent clients served.
- Meets eligibility criteria.
- Describes how health outcomes will be improved.
- Feasibility of the proposal.
- Proposed budget is well documented/itemized and reasonable.

Proposals/Applicants submitted in response to this RFP will be reviewed using the following major categories and weighted factors:

- | | |
|---|-----------|
| • Completed proposal (no missing information) | 5 Points |
| • Applicant's experience and qualifications | 25 Points |
| • Project Abstract and Narrative | 20 Points |
| • Proposed Workplan | 20 Points |
| • Budget | 20 Points |
| • Budget Narrative | 10 Points |

The County reserves the right to reject any or all proposals/applicants or any portion thereof and to accept the proposal/applicant deemed most advantageous to the County. Hidalgo County reserves the right to award grants to multiple proposers/applicants in an amount not to exceed the budget for this project. Furthermore, Hidalgo County Commissioners Court reserves the right to determine the size, amount and including but not limited to the amount of grant payments.

Sealed Request for Proposals must be submitted by **no later than 9:30 a.m. on Wednesday, October 31, 2007.** Overnight mail must also be properly labeled on the outside of the Express Envelope or Package with reference to: **RFP No.: "2007-402-10-31-VYG-Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services."**

PROPOSAL/APPLICANT SUBMITTED:

RFPs should be submitted to:
Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

Hidalgo County
Request For Proposals
“Demonstration Program Primary/Specialty Health Care Services
And/Or Targeted Case Management Services”

Additional Requirements, Qualifications, Scope of Services, And
Eligibility Criteria

I **INTRODUCTION**

During the 76th Legislative Session, Senate Bill 1615 established guidelines for the formation of health services districts, which allow two or more counties or hospital districts to pool resources to improve indigent health care services in a region through the partnering of different levels of government, agencies and the private sector. State law requires counties to provide indigent health care programs for health-related services for low-income individuals who reside in their counties with incomes at or below 21% of the Federal Poverty Level (FPL) or a higher maximum income if allowed by the County. These residents do not have other means for accessing and receiving medical care-either they do not have insurance through their employer, or cannot afford private insurance. As financial resources decrease, the need escalates to maximize tax dollars spent most efficiently to enhance medical capacity and increase the number of indigent residents served.

II **PURPOSE**

The purpose of this Request For Proposals is to solicit proposals/applicants from local health care providers located in Hidalgo County to provide primary/specialty care health care services and/or case management services for indigent individuals residing in Hidalgo County. Hidalgo County wants to partner with existing providers to expand services to indigent persons in need of medical assistance.

III **PROJECT OVERVIEW**

The purpose of this Request For Proposal is for Hidalgo County to partner with existing providers that serve the indigent population in Hidalgo County to provide increased primary/specialty care health services and/or associated, targeted case management to indigent persons; or provide primary/specialty care health care services and/or care management services to an increased number of indigent individuals in Hidalgo County. A contract awarded under this Request For Proposal is intended to support a provider for a period of one (1) year in implementing a practical plan to offer those services. Proposal budgets should be based on anticipated expenditures for a twelve-month period.

IV **PROPOSER/APPLICANT’S QUALIFICATIONS/ELIGIBILITY**

Qualified proposers/applicants must be a well established, non-profit community-based entity with 501(c)(3) status. An additional requirement is that applicants must be currently providing services in Hidalgo County. Proposers/Applicants will have a multi-year history of providing quality health care services to the indigent population in Hidalgo County.

Qualified proposers/applicants must meet the eligibility criteria. Generally, a clinic must have a 501(c)(3) status and be licensed by the State of Texas as a community clinic and

must have high involvement in providing direct medical care regardless of ability to pay especially serving the low-income. The clinic should be community-controlled and freestanding.

V **PROJECT ABSTRACT**

A one-page (single spaced) synopsis summarizing the proposal and proposed budget amount. The point of the abstract is for reviewers to have a clear idea of the proposer/applicant's proposed activities through reading the one page summary. Page should be titled, "Project Abstract", and numbered as 1. **MUST BE LIMITED TO ONE PAGE.**

VI **PROPOSAL NARRATIVE**

This will start on page two of your application and should be titled, "Proposal Narrative." The maximum number of pages allowed is 20 (double-spaced) pages. The proposal narrative is broken down into four sections.

A. ***Description of Agency.*** This section should address the following:

- Agency's mission, purpose, and vision statements.
- Years in operation (including year founded).
- Current location(s). Include just the city or town.
- Hours of operation
- Target/service population
- Client payer mix (% Medicaid, % Medicare, % private pay, etc.).
- Types of accepted insurance.
- Current 2007 operational budget.
- Funding sources (such as state and federal dollars, revenue, etc.).
- Offered services and types of providers. This should include the primary services, followed by secondary services, etc. These should be listed in terms of priority by both the organization and priority in terms of utilization by clients.

B. ***Work Plan.*** This section should address the subsections below.

- 1) ***Services:*** In this section, the applicant should describe how they will provide the proposed services and where the services will be provided. Include information on the level of providers that will furnish the services.
- 2) ***Evaluation Components:*** The proposer/applicant must describe how they plan to keep patient records, including how they currently handle patient information. This section should also include a description of how the proposer/applicant will monitor health outcomes; track number of patients served; and services utilized. This does not have to include a comprehensive evaluation plan but should address how the applicant plans to evaluate/track these measures.
- 3) ***Patient Care:*** This section should describe the estimated number of patients visits per month the applicant is expecting as well as the number of unduplicated clients to be served. In addition, this section should address expected wait time to see a provider as well as the wait time for scheduling an appointment or if the clinic(s) will accept walk-ins only, or

bo etc. This section should also describe the applicant's strategy for establishing medical homes for clients and/or how accessibility to health care services will be increase for clients.

- 4) **Target Population:** The clinics must serve and focus on working patients, but not limited to working patients at or below 50% and above 21% Federal Poverty Level (FPL). The applicant should address their ability to serve patients at or below 50% and above 21% Federal Poverty Level (FPL) of the Federal Poverty Level (FPL) as well as availability to service those between 22-200% Federal Poverty Level (FPL).

C. **Quality Assurance.** This section should briefly describe quality control measures and privacy policies the proposer/applicant has implemented at locations of service. In addition, selected entities will be required to submit quarterly reports of the numbers of patients treated, the types of services utilized, and expenditures made.

VII DESCRIPTION OF FUNDING/BUDGET SUPPORT

The proposer/applicant should devise a budget that will adequately cover the anticipated expenditures (no page limit). The budget should be based on expenditures for a 12-month period to adequately cover expenditures necessary to achieve the objectives specified in the proposal. Reviewers will evaluate the budget on the basis of itemized documentation and reasonable stated amounts.

VIII BUDGET NARRATIVE:

The proposer/applicant should write a brief summary of the proposed budget that describes in detail the components and amounts. This should be double-spaced and may not exceed five pages in length. The narrative should follow the major budget categories.

IX SUPPORTING DOCUMENTS:

The lead proposers/applicants must include the following documents:

- Proof of State License
- Proof of tax status-501 (c) (3)
- List of proposer/applicant's current partner organizations and affiliations
- Resume/CV of Executive Director/CEO of applicant entity

X PROJECT EVALUATION/SELECTION/RANKING CRITERIA:

The evaluation system consists of a 100-point system. Hidalgo County at its sole discretion, may require proposers/applicants to score a minimum number of points in order to be considered for a grant award.

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates, fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality services.

- Meets **eligibility criteria**.
- Meets **deadlines**.

- Follows **proposal format** and contains all required sections and documentation.
- **Clarity** in articulating how you will enhance the services you already provided (such as providing better access to the services or adding needed services), and/or increase the number of indigent clients served.
- Describes how **health outcomes** will be improved.
- **Feasibility** of the proposal.
- Proposed **budget** is well documented/itemized and reasonable.

Proposals submitted in response to this RFP will be reviewed using the following major categories and weighted factors:

- | | |
|---|-----------|
| • Completed proposal (no missing information) | 5 Points |
| • Applicant's experience and qualifications | 25 Points |
| • Project Abstract and Narrative | 20 Points |
| • Proposed Workplan | 20 Points |
| • Budget | 20 Points |
| • Budget Narrative | 10 Points |

The County reserves the right to reject any or all proposals/applicants or any portion thereof and to accept the proposal/applicant deemed most advantageous to the County. Hidalgo County reserves the right to award grants to multiple proposers/applicants in an amount not to exceed the budget for this project. Furthermore, Hidalgo County Commissioners Court reserves the right to determine the size, amount and including but not limited to the amount of grant payments.





EXHIBIT “B”

GRANT DISTRIBUTION GRID

(For monthly reimbursement effective April 1, 2008)

RFP NO: 2007-402-10-31-VYG
“Demonstration Program Primary/Specialty Health Care Services
And/Of Targeted Case Management Services”

GRANT DISTRIBUTION GRID

FOUR (4) QUALIFIED NON-PROFIT ORGANIZATIONS
 (Listed As Ranked And Approved By Commissioners Court on 01/22/08)

	Name Of Non-Profit Organization	Amount Being Requested	Amount Adjusted Based On Percentage Of 87.1437%
1	Physicians' Educational Foundation	\$187,770.00	\$163,630.00
2	Community Hope Projects, Inc., d/b/a Hope Family Health Center	\$200,000.00	\$174,287.00
3	Nuestra Clinica Del Valle	\$249,724.00	\$217,619.00
4	Lower Rio Grande Valley Community Health Management Corporation, Inc., d/b/a El Milagro Clinic	\$247,360.00	\$215,559.00
Total Amount Of Funds Being Requested		\$884,854.00	
Funds Reimbursed To County From Rio Grande Valley Health Services		\$771,095.00	
Total Amount Based On Percentage			\$771,095.00

EXHIBIT “C”

INSURANCE REQUIREMENTS

10/16/07

Social Worker Professional Liability Policy

*** RENEWAL ***

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: SWL-004718517
ITEM 1. (a) NAME AND ADDRESS OF INSURED:

DAVID M. SAAVEDRA
2509 ROBIN AVENUE
MCALLEN, TX 78504

ACCOUNT NO: TX-SAAD130-0 0158018S
ITEM 1. (b) ADDITIONAL NAMED INSUREDS:

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSUREDS:

ITEM 3. POLICY PERIOD: FROM: 11/01/07 TO: 11/01/08
12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:
(a) \$ 1,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE
(b) \$ 3,000,000 AGGREGATE
(c) \$ 5,000 DEFENSE REIMBURSEMENT

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
A.C.S.W. DEFENSE LIMIT	1	212.00	212.00 .00

ITEM 6. RETROACTIVE DATE: 11/01/90 TOTAL PREMIUM: 212.00

ITEM 7. EXTENDED REPORTING PERIOD
ADDITIONAL PREMIUM(If Exercised): \$ 212.00

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:

FORM #65852 7/96 #65853 (7/96) 74802 10/01)
83191 (10/03)

APA23 (11/96) THIS IS NOT A BILL. PREMIUM HAS BEEN PAID


AUTHORIZED COMPANY REPRESENTATIVE



Certificate Of Insurance

Advocate, MD Insurance of the Southwest Inc
Claims Made
Physicians and Surgeons Liability Insurance Policy

Named Insured and Professional Office Location:

Felix C. W. Koo, M.D.
1401 West Yucca Avenue
McAllen, TX 78504

Policy Number: **10697-4-TX**
Renewal New Policy

Policy Period
Effective date: April 11, 2008
at 12:01 am
Expiration date: April 11, 2009
at 12:01 am
Standard time at the address of the Named Insured

Coverage

Professional Liability
Per Claim Limit of Liability: \$100,000
Annual Aggregate Limit of Liability: \$300,000

Coverage E Medical Board Defense
Per Claim Limit of Liability: \$20,000
Annual Aggregate Limit of Liability: \$60,000

Named Insured: Felix C. W. Koo, M.D.
Specialty: Pediatrics No Surgery
Effective Date: April 11, 2008
Retroactive Date: April 11, 2003

Authorized Representative: Donna Parker

Signature: _____
Issue Date: 3/14/2008

W-9 FORM

PROPOSER/VENDOR APPLICATION

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: N/A HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: N/A HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: N/A HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

REGULAR MEETING – MARCH 25, 2008

BE IT REMEMBERED, that on this 25th day of March, A.D., 2008, there was begun and held a REGULAR MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE JUAN DE DIOS SALINAS, III

HIDALGO COUNTY JUDGE

~~HONORABLE SYLVIA HANDY~~

COMMISSIONER, PRECINCT NO. 1

~~HONORABLE HECTOR (TITO) PALACIOS~~

COMMISSIONER, PRECINCT NO. 2

HONORABLE OSCAR L. GARZA JR.

COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

J. Health & Human Services Dept.

1. **Acceptance and approval of contracts (reviewed and approved by Legal Counsel) with approved grant awards (previously approved by CC for consideration, determination of grant distribution awards on 02/11/08) for the four (4) qualifying non-profit organizations as follows:**

- A. Physicians Educational Foundation**
- B. Hope Family Health Center**
- C. Nuestra Clinica Del Valle**
- D. Lower Rio Grande Valley Community Health Management Corp., Inc.
d/b/a/ El Milagro Clinic**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A thru D.

K. Buildings & Grounds

1. **Requesting approval of Change Order #1 in the amount of \$3,800.00 with contractor, Sol Technologies in connection with additional costs associated with the excavation of concrete piers (supporting old parking lot light poles) which were discovered to be submerged/buried to a depth of nine (9) feet and not the customary depth of five (5) feet and thus requiring additional cost for excavation of piers. C-07-345-11-06 (PO#599508)**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

L. Sheriff's Office

1. **A. Requesting exemption from competitive bidding requirement under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County with Lexis Nexis.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

- B. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):
-Sheriffs Office**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.