

THE STATE OF TEXAS                   §  
COUNTY OF HIDALGO                 §

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

THIS AGREEMENT made on April 15, 2008, by and between HIDALGO COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and Physicians' Educational Foundation ("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 **\$163,630.00**. 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-OneTime 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:           **Physicians' Educational Foundation**  
  **Attn: Melissa Pena**  
  **205 East Toronto**  
  **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.

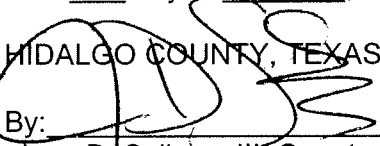
20. **Headings.** The headings and captions contained in this Agreement are solely for

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

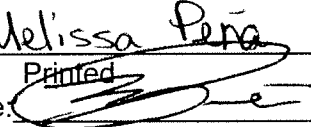
22. **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its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

WITNESS THE HANDS OF THE PARTIES on this the \_\_\_\_ day of \_\_\_\_\_, 2008

HIDALGO COUNTY, TEXAS  
By:   
Juan D. Salinas, III, County Judge

ATTEST:

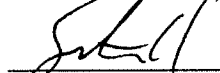
  
Arturo Guajardo, Jr., County Clerk

Company: Physicians Educational Foundation  
By: Melissa Peña  
Name:   
Title: Administrator

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:**

- Physicians' Educational Foundation, Inc. a non-profit 501c(3) organization, established in 1977 in McAllen, Texas, was created to promote medical education and to promote health services in Hidalgo County. The Foundation trains family medicine residents through its Residency Program, preparing them for primary care and rural practice in South Texas. The Foundation operates the Family Medical Center in McAllen, where residents receive some of their training.
- The Residency Program is a three year Family Practice track and affiliated with the University of Texas Health Science Center-San Antonio. There are currently 18 resident (3 for each yearly track), six faculty members, and various supporting staff.
- The Family Medical Center at Physicians' Educational Foundation is an 18,400 square foot clinic, with 22 examination rooms, two procedure rooms, and a laboratory. It also provides offices for a nurse-patient educator, a social worker, administrators, and staff. The location of the Family Medical Center places the clinic just four blocks from the main teaching hospital facility, McAllen Medical Center.

### **B. HOURS OF OPERATION:**

The hours of operation are from Monday through Friday, from 8:00 a.m. to 5:00 p.m. The Foundation has a 24-hour answering service to answer calls after clinic hours. Resident Physicians are also on call at McAllen Medical Center 24 hours a day, 7 days a week.

### **C. PLAN PAYOR MIX:**

Medicaid=44%  
Medicare=10%  
Private Insurance=15%  
Uninsured=31%

### **D. TYPES OF ACCEPTED INSURANCE:**

Physicians' Educational Foundation accepts most medical insurance plans, Medicare, Medicaid, Blue Cross, County Indigent, and Workman's Compensation.

### **E. OFFERED SERVICES AND TYPES OF PROVIDERS:**

This application is to allow the "Physicians' Educational Foundation" to expand primary care services provided to underserved communities in Hidalgo County and thus alleviate some of the barriers to primary care. Through the duration of this project, we plan to reach 800 people (if the proposed budget amount is provided) by providing the following health maintenance exams and follow-up care. The exams will include the following as appropriate given the age, sex, and other characteristics of each patient:

- Physical exam, including height, weight, blood pressure, pain scale, body shape analysis and body mass index (BMI)
- Clinical breast exam with self breast exam education
- Pelvic Exam with Pap Smear
- Chlamydia and gonorrhea screen

- Fecal occult blood testing for colorectal cancer screening
- Osteoporosis testing (referral based)
- Prostate cancer test by digital rectal exam
- Depression screening
- Lipid and complete metabolic panels
- Diabetes screening
- TSH screening for thyroid dysfunction
- "Get up and to test" to assess risk of falls at home
- HIV testing (part of pregnancy screening)
- Immunizations
- Physical / Sport Physicals
- Texas Health Steps Exams
- Sick Child Visits
- Additional Primary/Preventive care including: laboratory services, EKG Testing, Medication Administration, Family Planning, Prenatal and Postpartum Care, Comprehensive Routine & High-Risk Obstetrical Care, Diabetes Education, Nutrition Education, Cancer Screening, Simple Surgical Procedures
- Follow-up care as recommended in a "medical home"

F. **RECRUITMENT OF PATIENTS:** -Promotoras (community health workers) will recruit people from colonias in Hidalgo County to participate in this project. About half will be given appointments for an initial examination at the clinic and about half, near their homes in a community center or some such locale where privacy and confidentiality can be guaranteed.

While the clinic location is more convenient for physicians, the colonia is more convenient for patients, many of whom lack adequate transportation to attend a clinic appointment reliably. The Family Medical Center will have resident physicians carrying out Community Health rotations, and this project will allow the center to improve the education provided during the rotation. For this reason among others, the Family Medical Center is eager to carry out this project. Family practice resident physicians will further their education by attending patients in colonias, as they will gain a better understanding of patients' living situations and the barriers they face in access to medical care.

G. **SERVICES:**

Services will be provided by a well-established, academic, primary care institution, the Family Medical Center. Resident physicians and supervising clinical faculty will conform to recommendations established by nationally recognized healthcare standards (United States Preventative Services Task Force, American Diabetes Association, American Cancer Society, American Academy of Family Physicians). This project will pay for clinical services at a reduced rate (e.g., \$50/initial appointment) and thus, will encourage participation by colonia residents who lack resources to pay for medical care and thus tend to avoid preventative screenings.

- Put Prevention into Practice (PPIP) Medical History Screening/Needs Assessment (see Supporting Documents). These clinical forms are endorsed by the Texas Department of Health, Bureau of Chronic Disease Prevention and Control, Chronic Disease Prevention Division. They provide guides to physicians in evaluating the status of patients with respect to routine healthcare screening. As a result, the healthcare provider will be able to determine which services the participant requires to achieve optimal health and prevent the development of disease progression. Importantly, the forms will assure that often underemphasized, but vitally important factors (such as alcohol or tobacco use and depression) will be noted.

- Immunizations-The Family Medical Center-UT routinely performs the evaluations and administration of all pertinent immunizations for primary care of adults and children. The physicians also provide counseling services with immunizations.
- History and Physical Exams-All participants will be evaluated in a comprehensive history and physical exam. History taking will expand upon the screening provided by the PIPP forms. A qualified physician will perform relevant medical exams and offer a variety of screening exams to determine such disease states as cancer, dementia, depression or other chronic diseases. Vital signs are part of every physical exam and include measurements of blood pressure, pulse, temperature, respiration rate, pain level, and body shape measures (BMI, waist and hip circumferences).
- Interventions-When faced with abnormal screening results, the physician will open a discussion with the patient about treatment options. When education and therapeutic lifestyle changes are indicated, a discussion between physician and patient will be the first step toward management of the disease. Every effort will be made to ensure that participants in this program have access to the resources necessary for their unique situations. A full-time clinical social worker is employed by the clinical facility and routinely assists people who need the services of specialists. Additionally, sample medications for common chronic diseases are often available.
- Clinical follow-up-It is expected that a large population will need to be followed by one of the medical center's primary care doctors, and appointments will be scheduled as necessary. More importantly, interventions will be directed during clinical follow-ups to reduce the burden of disease, and reduce the need for continued medical therapy whenever possible.
- Clinical Research-Information collected during the conduct and evaluation of this program will be utilized by academic staff in an effort to develop strategies to reduce barriers to primary healthcare. When appropriate, participants will be given the opportunity to participate in ethically sound clinical trials, which is another way to secure timely primary healthcare services.

**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:** Physicians Educations Foundation  
**CONTACT PERSON:** Melissa Pena  
**GRANT FUNDING REQUEST:** \$187,770.00  
**AMOUNT APPROVED BY CC:** \$163,630.00

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

<u>Personnel</u>	<u>Time (FTEs)</u>	<u>Annual Cost</u>
<i>Clinical:</i>		
Steven M.Stoltz, MD	0.15	\$25,000.00
UTHSCSA Resident	0.15	6,500.00
UTHSCSA Faculty	0.15	11,500.00
Lab/Support Personnel	0.15	1,200.00
<i>Promotoras:</i>		
Bonny Medina	0.25	5,200.00
Ester Carbajal	0.25	5,200.00
<b>Total Personnel</b>		<b>\$54,600.00</b>
<u>Travel</u>		<u>Total Estimation On Miles</u>
Local Mileage	.485 Cents Per Mile (Estimated Travel Mileage-1,680 Miles)	815.00
<u>Other Direct Cost</u>		
<i>Exam Costs</i>		
Health Maintenance Exam		40,000.00
Height, Weight, Blood Pressure, and BMI		-0-
Clinical Breast Exam		-0-
Pelvic Exam With Pap Smear		18,000.00
Chlamydia and Gonorrhea Screen		6,440.00
Fecal Occult Blood Testing		
Osteoporosis Test		9,360.00
Prostate Cancer Screen		-0-
Depression Screen		-0-
Lipid Panel		-0-
Diabetes Screen W/A1c		11,480.00
TSH Screen		6,000.00
Get up and Go Test		760.00
HIV Testing		-0-
Comprehensive Metabolic Profile		1,110.00
Follow-up Visit		4,305.00
		25,800.00
<b>Total Exam Costs</b>		
<u>Evaluation Services</u>		<b>\$123,655.00</b>
		8,700.00
<b>Total Direct Costs</b>		<b>\$187,770.00</b>

# **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. Closner, 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](mailto: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 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.
- 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

both, 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)

	<b>Name Of Non-Profit Organization</b>	<b>Amount Being Requested</b>	<b>Amount Adjusted Based On Percentage Of 87.1437%</b>
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
<b>Total Amount Of Funds Being Requested</b>		<b>\$884,854.00</b>	
Funds Reimbursed To County From Rio Grande Valley Health Services		\$771,095.00	
Total Amount Based On Percentage			<b>\$771,095.00</b>

# **EXHIBIT “C”**

## **INSURANCE REQUIREMENTS**



**FAMILY MEDICAL CENTER - UT**

205 E. TORONTO  
MCALLEN, TX 78503

Phone: 956-687-6155  
Fax: 956-631-8063  
E-mail: penam@mfprp.com

**Fax Transmittal Form**

**To**

Vangie Garcia, Purchasing Dept

Phone:  
Fax: 956-292-7612

**From**

MELISSA PENA, Administrator

Phone: 956-687-6155  
Fax: 956-631-8063  
E-mail: penam@mfprp.com

**Subject: Exhibit C Requirements**

*Receipt for CIQ*

Date Sent: 03/19/2008

Number of pages including cover page: 13

**Message:**

**Here are the Insurance Declaration pages. Please let me know if there is anything else that you need.**

**—Melissa Pena  
Administrator**

**This information is intended for the use of the addressee and may contain information that is privileged and confidential. If you are not the intended recipient you are hereby notified that unauthorized dissemination of this communication is strictly prohibited. If you are not the intended recipient, please immediately call the sender or, if not available, destroy all copies of this transmission. Thank you.**



**THE UNIVERSITY OF TEXAS SYSTEM  
 CERTIFICATE OF PROFESSIONAL MEDICAL LIABILITY BENEFIT PLAN  
 The University of Texas Health Science Center at San Antonio**

**COVERED  
 PHYSICIAN: NARANJO, JESUS J**

**EFFECTIVE  
 DATE: September 1, 2007**

This is to advise you that the Board of Regents of The University of Texas System has approved the Professional Medical Liability Benefit Plan ("Plan"), pursuant to the authority granted by Chapter 59, *Texas Education Code*, providing full-time employed physicians, certain resident physicians, medical students, and preauthorized part time and volunteer physicians of The University of Texas System with medical professional liability protection. The Plan provides the following coverage:

<i>Staff Physician or Dentist</i>	\$ 500,000	<i>per claim</i>
	\$ 1,500,000	<i>enrollment year aggregate per Plan participant</i>
<i>Resident</i>	\$ 100,000	<i>per claim</i>
	\$ 300,000	<i>enrollment year aggregate per Plan participant</i>
<i>Student</i>	\$ 25,000	<i>per claim</i>
	\$ 75,000	<i>enrollment year aggregate per Plan participant</i>
<b>Plan Annual Aggregate</b>	<b>\$30,000,000</b>	

*Per Incident Limitation: Liability shall be limited to \$2,000,000.00 per incident regardless of the number of the claimants, physicians or dentists involved in an incident.*

*The above limits shall apply unless lower liability limits are set forth by law, in which case the lower limits apply.*

Among the conditions of the Plan are the following:

- (1) Coverage as stated above shall commence on the effective date shown above, and shall remain in effect until the end of the enrollment period, August 31, 2008 or cease on the date that employment with or assignment to The University of Texas System is terminated, whichever occurs first. Causes of action that occur during official University of Texas System employment are covered, even though a claim or lawsuit is filed subsequent to cessation of employment.
- (2) Coverage shall extend to all duly authorized off-campus assignments, except international assignment which requires the purchase of additional coverage through The University of Texas System. With the purchase of additional international coverage, a separate certificate of coverage will be issued.
- (3) It is mandatory that the insured, upon becoming aware of any incident or injury, actual or alleged, whether by direct knowledge or written notification thereof, shall notify the appointed institutional Plan Liaison/Risk Management Office for appropriate contact with The University of Texas System's Office of General Counsel.
- (4) Preauthorized coverage for part-time and volunteer medical faculty appointees extends only to services provided to patients by assignment from a department chairperson unless the total professional service is provided pursuant to the faculty appointment.
- (5) Coverage for claims against The University of Texas Health Science Center at San Antonio resident physicians arising out of their duties at the Veteran's Administration Hospital is provided by the United States government.
- (6) Medical students are covered under the Plan for all officially approved clinical rotations and electives.

This Certificate is intended only for your general information and constitutes notice that you have been provided coverage under the Plan during the time of your employment or approved affiliation with The University of Texas System. Your coverage is subject to the terms, conditions, limitations and exclusions of the approved Medical Liability Benefit Plan as it may be amended from time to time and the interpretations thereof by the Board of Regents or its authorized representative. This Certificate should be filed with your copy of the Plan Handbook.

Sincerely,

Kenneth I. Shine, M.D.  
 Executive Vice Chancellor for



Travelers Service Center  
P.O. Box 1564  
Elmira, NY 14902-1564

THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

MARCH 5, 2007

PHYSICIANS EDUCATIONAL  
SEE ENDORSEMENT WC 99 06 01  
205 EAST TORONTO  
MCALLEN TX 78501

Thank you for continuing your business with Travelers.

SHEPARD WALTON KING INSURANCE GROUP, in conjunction with Travelers,  
is pleased to forward your renewal coverage contract for the following policy:

<u>Coverage</u>	<u>Policy Form</u>	<u>Policy Number</u>
WORKERS COMP	UB	3901 W358



The Travelers Service Center is positioned to assist you. Please take a few minutes to review the coverages, and call us with any changes or questions that you may have at the following number:

Phone: (888) 661-3938

**Travelers Service Center is open Monday – Friday, 8:00 a.m. – 8:00 PM EST**

If you experience a loss and/or need to report a claim, please contact the *Travelers Claim Line* directly at **1-800-238-6225**. Claim representatives are available 24 hours a day, 7 days a week.

Travelers is providing the peace of mind and stability that over half a million American business owners rely on every day. We are glad to be providing you with the thorough protection and superior service that your business deserves.

Sincerely,

Travelers Service Center



**DECLARATIONS**

Policy Number: 8146-6946

**FEDERAL INSURANCE COMPANY**

A stock insurance company, incorporated under the laws of Indiana, herein called the Company

**NOTICE: THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY "LOSS" WILL BE REDUCED, AND MAY BE EXHAUSTED, BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR OTHER "LOSS" IN EXCESS OF THE APPLICABLE LIMIT(S) OF LIABILITY. READ THE ENTIRE POLICY CAREFULLY.**

Item 1. **Parent Organization:** PHYSICIAN'S EDUCATIONAL FOUNDATION  
 205 E. TORONTO  
 MCALLEN, TX 78503

Item 2. **Limits of Liability:**

(A) Insuring Clauses 1 and 2 – Executive Liability and Executive Indemnification Coverage:	Each <b>D&amp;O Claim:</b>	\$1,000,000.00
(B) Insuring Clause 3 – Entity Coverage (if purchased):	Each <b>Organization Claim:</b>	\$1,000,000.00
(C) Insuring Clause 4 – Employment Practices Liability Coverage (if purchased):	Each <b>Employment Claim:</b>	\$1,000,000.00
(D) Insuring Clause 5 – Third Party Liability Coverage (if purchased):	Each <b>Third Party Claim:</b>	Not Covered
(E) Sublimit for all <b>Claims</b> based upon, arising from, or in consequence of any <b>Antitrust Violation</b> under Insuring Clauses 1, 2 and 3:		\$1,000,000.00
(F) Sublimit for IRC Coverage:		\$50,000.00
(G) Sublimit for EMTALA Coverage:		\$50,000.00
(H) Sublimit for Excess Benefit Transaction Coverage:		\$10,000.00
(I) Sublimit for HIPAA Coverage:		\$25,000.00

Note: The Sublimits shown in (E), (F), (G), (H), and (I) above are part of, and not in addition to, the Maximum Aggregate Limit of Liability set forth in (J).

(J) Maximum Aggregate Limit of Liability for all **Claims** each **Policy Period:** \$1,000,000.00

Item 3. **Optional Coverage:**

- (A) Optional Coverage: Insuring Clause 3 – Entity Coverage:  Yes  No
- (B) Optional Coverage: Insuring Clause 4 – Employment Practices Liability Coverage:  Yes  No
- (C) Optional Coverage: Insuring Clause 5 – Third Party Liability Coverage:  Yes  No



Item 7. Pending or Prior Date:

- (A) Insuring Clauses 1 and 2: February 19, 1996
- (B) Insuring Clause 3: February 19, 1996
- (C) Insuring Clause 4: February 19, 1996
- (D) Insuring Clause 5: Not Covered

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 02666810		11080066		MO18238208-001-00001	NONE

BRANCH ZR SOUTHERN TEXAS REWRITE OF PAS 001875475 EFF 10/15/2007



## PRECISION PORTFOLIO POLICY COMMERCIAL PROPERTY DECLARATIONS

### PRECISION AMERICA OFFICE PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

For descriptions of premiums, see the attached buildings and personal property schedule.

Insurance at the described premises applies only for coverage for which a limit of insurance is shown. These may be found in this declarations and the attached schedules.

PRIMARY PROPERTY COVERAGES	DEDUCTIBLE	LIMITS
SCHEDULED PERSONAL PROPERTY	\$1,000	SEE SCHEDULE
PEAK SEASON PERSONAL PROPERTY INCREASE	NONE	50% OF LIMIT
ADDITIONAL COVERAGES	DEDUCTIBLE	LIMITS
ACCOUNTS RECEIVABLE*	NONE	\$25,000
ANTENNAE AND SATELLITES*	\$1,000	\$1,000
BI & EE - DEPENDENT PROPERTIES - 30 DAYS	NONE	ACTUAL LOSS SUSTAINED
BI & EE - NEWLY ACQUIRED PROPERTIES - 180 DAYS	NONE	\$250,000
LOSS OF BUSINESS INCOME (BI) AND EXTRA EXPENSE (EE) - 12 MOS	NONE	ACTUAL LOSS SUSTAINED
DEBRIS REMOVAL - EACH LOCATION	NONE	\$10,000
DEFERRED PAYMENTS	NONE	\$5,000
EDP EQUIPMENT AND MEDIA - BLANKET	\$1,000	\$50,000
EMPLOYEE DISHONESTY*	NONE	\$10,000
FINE ARTS - BLANKET*	\$1,000	\$10,000
FIRE DEPARTMENT SERVICE CHARGE	NONE	\$10,000
FIRE EXTINGUISHING EQUIPMENT RECHARGE	NONE	\$1,000
FORGERY OR ALTERATION*	NONE	\$10,000
FREE-STANDING FENCES & WALLS*	\$1,000	\$2,500

\* The limits for these coverages may be increased. Contact your agent.

COMMERCIAL PROPERTY

INSURED'S COPY

11/18/2007

9S1016 Ed. 3-00

2. 1. 1

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 0288810		11080088		MO18238208-001-00001	NONE

BRANCH ZR SOUTHERN TEXAS REWRITE OF PAS 001875475 EFF 10/15/2007



**ZURICH**

**PRECISION PORTFOLIO POLICY  
COMMERCIAL PROPERTY DECLARATIONS  
PRECISION AMERICA  
OFFICE PROGRAM**

ADDITIONAL COVERAGES <i>Continued</i>	DEDUCTIBLE	LIMITS
INSTALLATION*	\$1,000	\$2,500
INVENTORY AND APPRAISAL	NONE	\$5,000
LEASEHOLD INTEREST*	NONE	\$10,000
LOCK AND KEY REPLACEMENT	NONE	\$1,000
MONEY & SECURITIES - INSIDE THE PREMISES/OUTSIDE THE PREMISES*	NONE	\$10,000/ \$2,500
MONEY ORDERS & COUNTERFEIT CURRENCY - \$1,000 MAX. EACH ITEM	NONE	\$5,000
OFF-PREMISES POWER OR WATER FAILURE*	\$1,000	\$10,000
PATTERNS, DIES & MOLDS*	\$1,000	\$5,000
PERSONAL EFFECTS AND PERSONAL PROPERTY OF EMPLOYEES	\$1,000	\$2,500
PERSONAL PROPERTY AT NEWLY ACQUIRED OR CONST. BLDGS. - 180 DAYS	\$1,000	\$250,000
PERSONAL PROPERTY AT OTHER LOCATIONS (INCLUDING EXHIBITIONS)*	\$1,000	\$25,000
PERSONAL PROPERTY IN TRANSIT*	\$1,000	\$2,500
POLLUTION CLEAN-UP AND REMOVAL - EACH LOCATION	\$1,000	\$10,000
SALESPERSONS SAMPLES - \$2,500 MAX. EACH EMPLOYEE	\$1,000	\$10,000
SIGNS*	\$1,000	\$5,000
SPOILAGE*	\$1,000	\$5,000
TOOLS & EQUIPMENT INCLUDING COMMUNICATION DEVICES - BLANKET*	\$1,000	\$5,000
TREES, SHRUBS, PLANTS AND LAWNS - \$1,000 MAX. EACH ITEM	\$1,000	\$10,000
UNAUTHORIZED BUSINESS CARD USE - \$1,000 MAX. PER OCCURRENCE	NONE	\$5,000
VALUABLE PAPERS & RECORDS*	NONE	\$25,000

\* The limits for these coverages may be increased. Contact your agent.

Mortgagees and Loss Payees are listed on the Commercial Property Supplemental Declarations by building.

**COMMERCIAL PROPERTY**

INSURED'S COPY

11/18/2007

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AGENT
D	PAS 02688510		11080088		MO18238206-001-00001	NONE
BRANCH ZR SOUTHERN TEXAS			REWRITE OF PAS 001975475 EFF 10/15/2007			



**ZURICH**

**PRECISION PORTFOLIO POLICY  
BUILDINGS AND PERSONAL PROPERTY SCHEDULE  
PRECISION AMERICA**

LOCATION 01 BUILDING # 01 205 EAST TORONTO WILLEN TX 78501

PREMISES PRIMARY

OCCUPANCY: MEDICAL OFFICES

INSURED'S INTEREST: TENANT

CONSTRUCTION: MASONRY NON-COMBUSTIBLE

PROTECTION CLASS: 004

		DEDUCTIBLE	LIMIT
SCHEDULED PERSONAL PROPERTY	REPLACEMENT COST	\$1,000	\$706,100
BACK-UP OF SEWERS & DRAINS		\$1,000	\$25,000
EQUIPMENT BREAKDOWN		\$1,000	INCLUDED

PROTECTIVE DEVICES CONDITION APPLIES TO:

COMMERCIAL PROPERTY  
951017 Ed. 6-01

INSURED'S COPY

11/18/2007

2.2.1



*Employee Benefits Consulting*

Flossie M. McClelland  
*Associate*

tel. 832.476.6787  
toll free. 1-800.231.3252  
fax. 1-866-227-2223  
email. Flossie\_M\_McClelland@aon.com

June 9, 2006

Ms. Melissa Pena  
**Physicians' Educational Foundation**  
**dba: Family Medical Center**  
205 East Toronto  
McAllen, TX 78503

**Re: CIGNA (LINA) – Business Travel Accident – Policy # ABL 64 75 53**

Dear Melissa:

It is my pleasure to enclose the Renewal Endorsement renewing the above-policy for a period of three years (May 1, 2006 to May 1, 2009) for a total premium of \$3,000, issued on an annual installment basis.

Also attached is CIGNA's invoice in the amount of \$1,000 which represents the first year annual installment. Please remit your payment directly to the carrier and made payable as indicated:

**Life Insurance Company of North America**  
**P. O. Box 8500-5045**  
**Philadelphia, PA 19178-5045**

Finally, for your convenience I am also enclosing a copy of the policy for your files. Please do not hesitate to give me a call with any questions.

I appreciate the opportunity to be of service.

Sincerely,

Flossie M. McClelland

Enclosures

# LIFE INSURANCE COMPANY OF NORTH AMERICA

## Renewal Endorsement

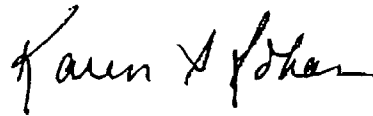
In consideration of a three year installment renewal premium of \$3,000.00, it is hereby understood and agreed that the policy to which this endorsement is attached is renewed for a further period of thirty-six (36) months effective May 1, 2006 and expiring May 1, 2009.

It is further understood and agreed that the installment premiums shall be paid as follows:

Due May 1, 2006	\$1,000.00
Due May 1, 2007	\$1,000.00
Due May 1, 2008	\$1,000.00

Except for the above, this rider does not change the policy in any way.

Rider Effective Date: May 1, 2006 at the hour specified in the policy	Part of Policy No.: ABL 647553
Issued to: Physician's Educational Foundation	



\_\_\_\_\_  
Authorized Agent

Karen S. Rohan, President

**Internal Use Only**

Producer Code # 087583		Sales Office # 532		Premium Adjustment for the Term: May 1, 2006 to May 1, 2009	
Suffix Codes	Premium	Suffix Codes	Premium	<input checked="" type="checkbox"/> Bill <input type="checkbox"/> No Bill	
921	\$1,000.00				

06/08/06

# BLANKET ACCIDENT POLICY

Policyholder: **PHYSICIANS EDUCATIONAL FOUNDATION**

Schedule Date: **May 1, 1990**

Part Of Policy No. **ABL 64 75 53**

## SCHEDULE I - ELIGIBLE CLASSES

All persons, under age 70, who fit the description of one of the eligible classes listed below are covered by this policy, as long as they remain eligible. Their coverage will begin on the Policy Effective Date (see page 1) if they were then eligible. All persons who become eligible at any time after the Policy Effective Date will be covered as soon as they are eligible. A person's coverage will end on the date that he is no longer in an eligible class; on the date that this policy is terminated; or on the date that he reaches the maximum age set forth above. Termination will not affect a claim for a loss which occurs while the person is covered by this policy.

### Description Of Eligible Class

#### Class

- |     |   |
|-----|---|
| I   | Administrator, Physicians and Faculty Members of the Policyholder |
| II  | All other full-time employees of the Policyholder                 |
| III | Part-time employiye of the Policyholder:<br>Female, Age 21        |

Unless otherwise specified, a person who qualifies for more than one class will only be paid benefits once for any accident. We will pay the largest amount for which he is covered.

# BLANKET ACCIDENT POLICY

Policyholder: **PHYSICIANS EDUCATIONAL FOUNDATION**

Part Of Policy No. **ABL 64 75 53**

Schedule Date: **May 1, 1990**

## SCHEDULE II—BENEFITS

Benefit amounts for each class of covered persons are shown below. These benefits are described in detail on Page 5. If no benefit amount is shown, then the class is not covered for that benefit.

Class : Coverage A: **Accidental Death And Dismemberment Benefit**  
Principal Sum: **\$125,000.00**

III

Coverage B: **Permanent Total Disability Benefit** N/A  
Maximum Amount:

Coverage C: **Total Disability Weekly Benefit** N/A  
Weekly Benefit:

Maximum Period: weeks; Waiting Period: days.

Coverage D: **Medical Expense Benefit** N/A  
Maximum Amount: Deductible:

Applicable Hazards:  
2229

"Base earnings," as used above, means: N/A

**Total Limit Of Liability**—We will not pay more than \$1,000,000.00 per accident.

If, but for this provision, we would pay more than this amount, then the benefits we will pay to each covered person will be reduced in the same proportion, so that the total amount we will pay is the maximum amount shown above.

# **W-9 FORM**

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Physicians Educational Foundation**

Business name, if different from above  
**Family Medical Center - UT**

Check appropriate box:  Individual/  
Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**205 E. Toronto**

City, state, and ZIP code  
**McAllen, TX 78503**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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or

Employer identification number

7	4	1	8	9	6	4	7	4
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

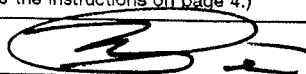
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of U.S. person ▶



Date ▶

11/14/2007

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

# **PROPOSER/VENDOR APPLICATION**

# HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629,  
in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539  
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: <u>Physicians Edu. Fdn.</u> Telephone No. <u>(956) 687-6155</u>	
dba Name: <u>Family Medical Center - UT</u>	
Legal Name: <u>Physicians' Educational Foundation</u>	
Mailing Address: <u>205 E. Toronto</u> Fax No. <u>(956) 631-8063</u>	
Physical Address: <u>205 E. Toronto</u>	
City, State, Zip <u>McAllen, TX 78503</u> Tax I.D. No. <u>74-1896474</u>	
Remit to Address: <u>205 E. Toronto</u> City, State, Zip <u>McAllen, TX 78503</u>	
E-Mail Address: <u>penam@mfprp.com</u>	
Representative(s) Name(s) & Title(s) <u>Jesus Naranjo, MD, Melissa Pena, Administrator</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____	
State Identification No. <u>74-1896474</u> (Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No. <u>74-1896474</u>	
State of Incorporation: <u>Texas</u> Date: <u>1978</u> Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify _____	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Melissa Pena</u>	
<b>Small and/or Disadvantaged Business Information (check application criteria)</b> Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input checked="" type="checkbox"/> More than 500,000 annual gross receipt	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: <u>primary care services</u>	
Would you like to be provided with specifications for procurements of such products?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____</b> <b>Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____</b>	

**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

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**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: \_\_\_\_\_ 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: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ 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: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ 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: \_\_\_\_\_

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**REGULAR MEETING – MARCH 25, 2008**

**BE IT REMEMBERED, that on this 25<sup>th</sup> 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:**

<b>HONORABLE JUAN DE DIOS SALINAS, III</b>	<b>HIDALGO COUNTY JUDGE</b>
<b>HONORABLE SYLVIA HANDY</b>	<b>COMMISSIONER, PRECINCT NO. 1</b>
<b>HONORABLE HECTOR (TITO) PALACIOS</b>	<b>COMMISSIONER, PRECINCT NO. 2</b>
<b>HONORABLE OSCAR L. GARZA JR.</b>	<b>COMMISSIONER, PRECINCT NO. 4</b>

**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.