

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**AGREEMENT TO PROVIDE SERVICES
C-07-402C-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 Lower Rio Grande Valley Community Health Management Corporation, Inc., d/b/a El Milagro Clinic ("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,

convenants, 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 **\$215,559.00**. 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: **Lower Rio Grande Valley Community Health
Management Corporation, Inc., d/b/a El Milagro Clinic
Attn: Grace Lawson, Executive Director
901 E. Vermont
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: [Signature]
Juan D. Salinas, III, County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

Louis Rio Grande Valley
Company: Community Health Management
Company Inc. - DBA El Niño
By: Grace Lawson Clinic
Name: Grace Lawson
Title: Executive Director

Approved by Commissioners Court On: March 25, 2008

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

[Signature]
Stephen L. Crain

ATTACHMENT "A"
(SERVICES/WORKPLAN)

ATTACHMENT "A"

SERVICES/WORKPLAN

A. **DESCRIPTION OF AGENCY:**

- El Milagro Clinic is located at 901 East Vermont Avenue in the center of McAllen's medical district. It was chartered by the State of Texas as a 501-non-profit in 1996. El Milagro Clinic began offering health services from a rented building formerly a family doctor's practice in the heart of the City of McAllen.
- After four years of operation, El Milagro Clinic outgrew its cramped facility. In 2000, the Board of Directors was successful in obtaining commitments from the City of McAllen and the County of Hidalgo to build a new facility. The City Of McAllen donated five acres (estimated value of \$1.25 million), \$500,00 in equipment, and \$350,000 for clinic construction. The County of Hidalgo provide \$1.2 million for construction. The Texas Department of Health at the time provided approximately \$350,000 to fund operations. Today, El Milagro Clinic has a state of the art, 20,000 square foot facility in the center of McAllen's medical district.

B. **HOURS OF OPERATION:**

The Clinic maintains a practice of accepting walk-ins and specialty appointments. Currently the Clinic is open for evening hours (from 5:00 pm to 7:00 pm).

C. **PLAN PAYOR MIX:**

The client payer mix is composed of 50% primary health care (state) funded; 8% Medicare, 5% Medicaid, 15% Private Pay, 2% Private Insurance, and 20% County Indigent Program.

D. **TYPES OF ACCEPTED INSURANCE:**

Most third party private insurances are accepted.

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

El Milagro Clinic provides disease prevention health services (including immunizations), diagnosis and treatment, health education, diagnostic tests (including laboratory, radiology) prescription drugs, nutritional services, and

social services. Referrals are made for transportation, dental care, podiatry, home health, family planning, and environmental health services. Limited specialty services are available such as ophthalmology, women's health, pediatric endocrinology, nephrology and ear, nose, and throat health, and mental health services. Currently, the clinical staff consists of two primary care physicians, two nurse practitioners, one licensed vocational nurse, and four medical assistants who provide medical care. A pediatric endocrinologist, an ear, nose & throat physician, and an ophthalmologist, provide specialty care on a part-time contractual basis. A licensed professional counselor provides mental health services on a contractual part-time basis. A nephrologist volunteers his services on a part-time basis. Social service staff provides individualized case management services. Patients are screened for eligibility for health and human services such as food stamps, Medicaid, Medicare, TANF, and the Hidalgo County Indigent Program. Case management also includes referrals to appropriate physician specialty services and pharmaceutical companies with reduced or no cost medication. The Clinic also contracts with South Texas Community College, vocational medical training schools, and the University of Texas-Pan American to provide clinical training for their clinical student rotations.

F. WORKPLAN:

Proposed Services: The current and proposed health services will be provided at the Clinic's facility located in McAllen at 901 East Vermont. All the primary health care services will be provided at the Clinic. Some of the specialty care will also be on-site and others will be by referral to the specialist office.

Comprehensive Primary Health Services: The clinical staff of two primary care physicians, two nurse practitioners, one licensed vocational nurse, and four medical assistants provide health care, comprehensive primary health and health promotion services. The addition of one physician or a mid-level provider and support staff will increase access to these services by providing more evening hours and during the regular day hours more medical staff will mean more residents can receive services.

Specialty Services: A pediatric endocrinologist, an ear, nose & throat physician, and an ophthalmologist, provide specialty care on-site and part-time. A licensed professional counselor provides mental health services on a contractual part-time basis. A nephrologist volunteers his services on a part-time basis. This request increases access to specialty care for patients who otherwise do not have access due to lack of financial resources or insurance. This proposal will also increase the number of other specialists such as cardiologists, endocrinologist, psychiatrists that can be contracted to treat the health condition diagnosed with health conditions requiring the above specialties and any other specialty necessitated by their condition will be able to access specialty care.

Specific Primary Health Care Services:

- Diagnosis and Treatment-Determining the diagnosis may require microscopic (i.e. culture), chemical (i.e. blood tests), and/or radiological examinations (radiology), which some are provided in-house and others are referred.
- Laboratory Services-Studies or tests ordered by the patient's health care practitioner(s) to evaluate an individual's health status for diagnostic purposes.
- Emergency Services-Services provided to individuals when there is an unexpected health condition that requires immediate attention.
- Women's Health Services-Services may include the pregnancy test (if indicated), health history, risk assessment, physical examinations (pap smears/breast cancer exams), lab tests and counseling/education.
- Health Promotion/Disease Prevention Health Care Services-Emphasis is guarding against specific illness such as diabetes/strokes/heart disease or injury. Included are immunizations, risk assessments, health histories, and baseline physicals for early detection of disease and restoration to a previous state of health, and prevention of further deterioration and/or disability.
- Health Education Services-Educating the patient about lifestyles and daily activities that promote physical, mental, and social well-being; provided on an individual one-to-one basis, or to a group of individuals.

Secondary Services: Secondary services provided directly are social services,

prescription drugs, nutritional services, and mental health services. Transportation, dental care, podiatry services, home health care, and environmental health services are referred to other providers of indigent health care. The Clinic maintains a practice of accepting walk-ins and specialty appointments. Currently the Clinic is open for evening hours (from 5:00 pm to 7:00 pm). This proposal will permit the Clinic to expand evening hours to 11:00 pm incrementally as the patient load demands. This will add an additional 20 hours of service per week once it is fully implemented.

Case Management: For optimum health care, the Clinic provides case management services for each patient. To augment the Clinic's resources, staff partners with other local agencies providing health services to the medically indigent. The scarcity of primary health care service providers and specialists is extremely limited in Hidalgo County or the target population. Thus, managing each patients case is with other providers is essential. Since the Clinic's inception, the Board and staff have strived to maintain strong partnerships with 32 governmental agencies, non-profits, and health education institutions. The Clinic provides offices to one adult and one child's Medicaid eligibility worker from the Texas Department of Human Services. Clinic staff refers eligible indigent patients to the Hidalgo County Indigent Health Care program for hospital and specialty care. Hope Clinic, located in McAllen and Life Center provide mental health services for indigent patient. Staff refers clients to these non-profit agencies depending on the severity of the mental health disease. To avoid the duplication of services, Clinic provides on-site offices to the Texas Department of Human Services (DHS) and to the University of Texas Medical Branch at Galveston (UTMB). One adult and one children's DHS Medicaid eligibility worker ensures that clients are provided the appropriate health service for which they qualify. The partnership with UTMB is in response to the need identified by a University of Texas Health Science Center at Houston study. It revealed that older Hispanic women in the Valley are three times more likely to have cervical cancer than their Anglo counter parts throughout the United States. UTMB provides screening for mammograms and pap smears. The Clinic coordinates with Nuestra Clinica del Valle, the federally qualified health clinic, to provide ob-gyn and dental services. Family planning services are

provided by referral to Planned Parenthood of Hidalgo County. Clients in need of minor gynecological surgeries are referred to the South Texas Hospital located in Harlingen. Clinic staff refers eligible indigent patients to Hidalgo County Indigent Health Program for hospital and specialty care. For treatment of conditions ranging from allergies to HIV/AIDS, El Milagro Clinic maintains informal referral agreements with nearby subspecialists who will accept indigent patients. Patients with conditions such as kidney disease or cancer are referred to the Hidalgo County Indigent Health Care Program or to the University of Texas Medical Branch in Galveston nearly 400 miles away. The Clinic coordinates with the Texas A&M School of Rural Public Health located next door to provide health education and outreach by “promotoras” (community health educators) in the “colonias” and “barrios”. The Clinic’s promotoras also work with other non-profits agencies to educate the public on health resources, referrals to appropriate health and social services and participation in community health fairs. For instance, the Clinic partnered with the Robert Wood Johnson Foundation, Nuestra Clinica del Valle, Migrant Health Promotion, Planned Parenthood, and the Texas Department of Health provides medical care to specific rural areas for clients identified by promotoras.

Evaluation: Patient Records: The Clinic safeguards and protects the security and confidentiality of health information for every patient receiving service. The Clinic has adopted strict policies and procedures to ensure compliance with applicable state and federal laws governing patient confidentiality. The Clinic has written privacy procedures which includes a description of staff that has access to protect information, how it will be used and when it may be disclosed. Clinic staff receives training on regulatory compliance with the Health Insurance Portability and Accountability Act of 1999 (HIPPA). Orientation is provided to all new employees to ensure that all staff is knowledgeable on the importance of safeguarding information contained in patient records. Patients are provided with access to their medical records and are informed about how their personal health information is used and disclosed. Medical records and patient charts in custody of the organization are documented by the physician and clinic staff, and include such relevant information as: diagnosis and treatment documentation, patient medical complaints, results of medical examinations and tests,

treatment recommendations, referrals, medication prescribed, record of visits, appointment times, etc. All patient charts are numbered. Patient files are safeguarded and maintained in a separate room designated for that purpose. Another safeguard is the review of issues regarding violation of patient confidentiality policy and procedures by the Quality Assurance Committee and by the Executive Director. If an employee fails to follow confidentiality procedures, appropriate disciplinary action is taken. Any violations are followed-up and corrective action is taken by the Executive Director and/or the Quality Assurance Committee.

Health Outcomes: Health-related outcomes that improve routine daily functioning, symptoms and quality of life are considered the primary goals of the clinician's diagnosis and treatment. The medical staff attempts to quantify the overall therapeutic actions of an intervention and is sensitive to clinically significant changes in the patient's health status over time. The focus of therapy and of outcome measures is to improve the patient's health-related quality of life and to utilize measures that are sensitive to the general health status as well as those that are disease-specific of the patient. General health is evaluated reliably using the Health Risk Profile or the Clinic Office Visit Form. El Milagro clinicians evaluate healthcare outcomes utilizing the new principles of evidence-based medicine, patient-centered care and outcomes focus. At Milagro Clinic, examples of outcome measures include exercise tolerance and health status measured by questionnaires such as the Health Risk Form. Currently, clinical outcome measures, such as breathlessness, exercise capacity and health status, meet these criteria. Where once process measures were sufficient, the Milagro Clinic health programs now are grounded in evidence, and recognize the key roles that clients/patients play in determining treatment effectiveness.

Patient Care: The total number of clients who will benefit from increased access to health care services is 5,800 this will reflect an increase of approximately 1,000 unduplicated patients. This would be an approximate increase of 20% from our previous year. The estimated number of patient visits per month the Clinic expects to see is approximately 1,800 and the number of unduplicated clients per month to be served is approximately 483. All new patients receive a comprehensive medical

examination which included a health risk assessment conducted by a nurse. The patient who presents with a medical condition requiring physician diagnosis and treatment is seen by a primary care physician or a nurse practitioner. Most of the first time patients do not have an established medical home due to lack of financial resources and lack of health insurance. After the first appointment with the medical staff almost 100% of the patients receive these required lab and radiology exams. The diagnostic results are provided to the patients during a follow-up visit. This establishes a medical home, case management and provides for continuity of care. The Clinic operates on both a walk-in appointment basis. First time patients receive services on a first come first served basis and are normally seen on the day they come. If the patient load overwhelms the capacity during the morning shift, the patient is seen in the afternoon shift. On occasion, the afternoon patient load is also at capacity and the patient is re-scheduled for the following morning. Return patients are given appointments as necessary. The first time patients are screened for patient registration and eligibility for health and human services such as food stamps, Medicaid, Medicare, TANF, and the Hidalgo County Indigent Program. Established patients receive return appointments if the provider deems the medical condition warrants it. Appointments are made for the on-site sub specialist (the pediatric endocrinologist, the ear, nose & throat physician, the ophthalmologist, and the nephrologists). These physicians work part-time on a contractual basis except for the nephrologists who volunteers. The nurse practitioner works by appointment. Patients needing disease prevention health care (pap smears, breast exams) have an average of a two week wait period. However, the nurse practitioner is very flexible and will fit in between scheduled appointments women needing immediate medical care.

Target Population: The total number of additional residents expected to benefit from this funding is projected to increase by approximately 1,000 unduplicated patients. The total patients receiving services is expected to exceed 5,800 from the current unduplicated 4,869 residents; a 20% increase. This increase targets those Hidalgo County residents who are from 22% to 200% of the federal poverty levels. Currently the majority of the Clinic's patients (80%) are that poverty level. For instance, in FY 07, of

the 4,869 unduplicated patients, 20% (973) were at or below 21% of the Federal Poverty Level (FPL). The remainder, 80% (3,896) were from 22% to 200% of the FPL. The client payer mix was composed of 50% primary health care (state) funded; 8% Medicare, 5% Medicaid, 15% Private Pay, 2% Private Insurance, and 210% County Indigent Program. Most third party private insurances are accepted. The age range, income, and race/ethnicity of the Clinic's target population have consistently remained the same over the years. In FY 06, the patient characteristics were as follows: Hispanics (99%), at or below federal poverty guidelines (98%), Females (60%), Males (40%). Forty five percent were ages 0-19; fifty three percent were ages 20-64 and one percent was aged 65 and older. The expectation is that the patients benefiting from this project funding will share the same characteristics. The clinic has the capability to provide medical services to those seeking health care. For the past 11 years, the Clinic has a proven track record of providing not only health services but also assisting residents with eligibility services so they can qualify for assistance from Medicaid, Medicare, CHIPS, or the Hidalgo County Indigent Health Care Program.

Quality Assurance: The Clinic's Quality Management Plan assures compliance with the highest standards of patient care and delivery of health services. The Plan is implemented by the Quality Assurance Committee. The purpose of the Committee is to monitor and evaluate the quality and the appropriateness of patient care; to make efforts to improve patient care and clinical performance; and to resolve identified problems in care and performance. Members are the executive director, the lead physician, one nursing representative, and one administrative support staff. The nurse and administrative staff representatives are rotated to assure all staff is knowledgeable regarding QA procedures. The implementation strategies for improvement and evaluation of services are assigned to respective members of the Committee. The Lead Physician is responsible for oversight of the clinical areas and activities of the Clinic and implementing corresponding changes for improvement. The Executive Director is responsible for ensuring that QA activities for clinical services are conducted, documented, and corrected as necessary. The Nursing Representative is responsible for ensuring corrective action and follow-up is implemented. Reporting of adverse

reactions and corresponding corrective action is also a task for the Nurse Representative. The Administrative Assistant is responsible for implementing corrective action and follow-up and referring record management concerns to the QA committee. The monitoring plan for both clinical and billing/eligibility is the joint responsibility of the QA Committee and the Executive Director. Continuous monitoring of the clinic's operations as they relate to Quality Assurance compliance is the standard practice. Specific activities are routine administrative policy review and development; clinical policy review and development; the use of client satisfaction surveys; observation of staff and client interactions; and staff credentials. Statistical data required in the quarterly reports to the State is also utilized to measure performance. The Texas Department of State Health Services monitors the Clinic annually during an on-site visit. The QA Committee and the Executive Director ensure that the Standing Delegation Orders (SDO) and policies, procedures, and protocols are current. Clinical staff audit client charts monthly and quarterly. Clinical staff randomly selects 17 client charts per month which are then compiled in a quarterly 50 chart audit. In performing the chart audit, the clinical staff utilizes clinical protocols and procedures, Standards of Care, and the prescribed health audit form as guides. Administrative staff collects and tabulates the client data collected on a daily basis. Staff documents the demographic data, the client's eligibility status, the health problems of the client population, and the service delivery outcomes on each client's billing form. The data is tabulated by the billing clerk on a daily basis and compiled into a report on a monthly, quarterly and annual basis. These reports are reviewed and checked for accuracy by the administrative clerk who then forwards the reports to the Executive Director (ED). The ED evaluates the Annual Report on Primary Health Care Services; the Monthly Report; and the Quarterly Reports to ensure the Clinic is accomplishing the goals and outcomes outlined in the service delivery plan. The ED is responsible for timely submission of the required reports to the Texas Department of State Health Services and to the other funding sources.

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: Lowe Rio Grande Valley Community Health Management Corporation, Inc., d/b/a El Milagro Clinic
CONTACT PERSON: Grace Lawson, Executive Director
GRANT FUNDING REQUEST: \$247,360.00
AMOUNT APPROVED BY CC: \$215,559.00

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

PROPOSAL BUDGET		
Two (2) Mid-Level Providers (1.5 FTE) or One (1) Physician (.5 FTE)	\$100,000.00 100,000.00	
Specialty Services (Cardiology, Oncology, etc.)	70,000.00	
Licensed Vocational Nurse (.75 FTE)	26,000.00	
Tax & Fringe (Licensed Vocational Nurse)	9,360.00	Disallowed
Medical Assistant (1 FTE)	18,000.00	
Tax & Fringe	6,600.00	Disallowed
Clerk 1 FTE	15,000.00	Disallowed
Tax & Fringe	5,400.00	Disallowed
Housekeeping (Contractual)	8,000.00	Disallowed
Medical Supplies	15,000.00	
Medication/Pharmacy Supplies	20,000.00	
Laboratory	25,000.00	
Radiology (Including Mammograms)	25,000.00	
Sub-Total	343,360.00	
In-Direct Costs	34,336.00	
Total	377,696.00	
Minus Revenue Generated	(90,000.00)	
Minus In-Kind Services (Lab & Radiology)	(6,000.00)	
Minus In-Kind Indirect Cost	(34,336.00)	
Minus Disallowed Costs	(44,360.00)	
Grand Total	\$203,000.00	(44,360.00)

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 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 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



Policy No.: EO000001763-07

Renewal/Rewrite of: EO000001763-06

"Named Insured" and Mailing Address

LRGV COMMUNITY HEALTH MANAGEMENT
CORPORATION, INC.
DBA EL MILAGRO CLINIC
901 EAST VERMONT AVENUE
MCALLEN, TX 78503

"POLICY PERIOD": From 05/31/2007 to 05/31/2008 At 12:01 A.M. Standard Time at the address of the "Named Insured" as stated herein

In consideration of the payment of premium, in reliance upon the statements herein or attached hereto, and subject to all of the terms of this policy, the Company agrees with the "Named Insured" as follows:

Item I: "Named Insured's" Business:
Outpatient Medical Clinic - Services for third parties for a fee

Item II: Limits of Liability: \$1,000,000 Each "Claim"
\$3,000,000 Aggregate

Item III: Deductible: \$5,000 Per Claim (including "claim expenses")

Item IV: Retroactive Date: SEE RETROACTIVE DATE ENDORSEMENT

Item V: Premium: \$10,500.00 Not Subject to Audit
\$0.00 Terrorism Premium
\$10,500.00 Total Premium

NOTICE

Item VI: Forms attached at inception:
See Schedule of Forms AI 00 18 03 98

Except to such extent as may otherwise be provided herein, the coverage of this policy is limited generally to liability for only those claims that are first made against the insured while the policy is in force. Please review the policy carefully and discuss the coverage thereunder with your insurance agent or broker.

A SIGNED COPY OF THE "NAMED INSURED'S" APPLICATION FOR THIS POLICY IS MADE A PART HEREOF, AT INCEPTION.

DATE RECEIVED

JUN 25 2007

This policy is not binding unless countersigned by Admiral Insurance Company or it's Authorized Representative.

Countersigned On: 05/31/2007

At: Austin, TX/HV

TEXAS INSURANCE MANAGERS

James S. Carey
Authorized Representative

ATTACHMENT A

POLICY NUMBER: EO00000176307
INSURED: LRGV Community Health Management Corporation, Inc. DBA El Milagro Clinic
EFFECTIVE: May 31, 2007
INSURER: Admiral Insurance Co.

IT IS HEREBY AGREED THE PREMIUM DECLARATION IS AMENDED AS FOLLOWS:

POLICY PREMIUM:	\$10,500.00
POLICY FEE:	\$500.00
SURPLUS LINES TAX (4.85%)	\$533.50
STAMPING FEE (0.1%)	\$11.00
TOTAL PREMIUM:	\$11,544.50

SERVICING AGENCY: Texas Insurance Managers, Inc.
ADDRESS: P. O. Drawer 531728; Harlingen, TX 78553-1728

SURPLUS LINES AGENT: U. S. Risk, LP

NOTE: SEE ATTACHED IMPORTANT NOTICE

TEXAS REQUIRED NOTICE

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINE COVERAGE PURSUANT TO THE TEXAS INSURANCE STATUTES. THE STATE BOARD OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER ARTICLE 21.25-C, INSURANCE CODE. ARTICLE 1.14-2, INSURANCE CODE REQUIRES PAYMENT OF 4.85% TAX ON GROSS PREMIUM.



Certificate of Insurance

This is to certify that the policy of insurance listed below has been issued to the insured named below for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all terms, exclusions and conditions of such policy.

Certificate issued to:

Name & Roberto Gonzalez M.D.
Address 816 South 12th Street
McAllen, Tx 78501

Should coverage for the herein described policy be amended altered or cancelled before the expiration thereof, the obligation to notify the certificate holder, if any, is solely that of the insured and failure to provide such notice shall impose no obligation or liability of any kind upon API, its agents or representatives.

Policy No. TX11462103 in the name of:

Name Insured Roberto Gonzalez M.D.
Address 816 South 12th Street
McAllen, Tx 78501

is in full force and effect at the date hereof as follows:

Medical Professional Liability Coverage	Policy Period	Retroactive Date
"Claims Made Policy"	10-14-07 to 10-14-08	09-19-02

The limits of applicable Medical Professional Liability Coverage on the above-named insured and policy either meets or exceeds the amount required by certificate holder. The minimum amount limit required by certificate holder has been represented to be:

Limits of liability are as follows: \$200,000/\$600,000.

American Physicians Insurance Company

Dated: October 12, 2007

By:

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL (800) 252-3628



TEXAS MEDICAL LIABILITY TRUST

P.O. Box 160140, Austin, Texas 78716

"A health care liability claim trust created by the Texas Medical Association"

THIS IS A CLAIMS-MADE POLICY

DECLARATIONS PAGE

POLICY NO. 1-111241

EM

1

NAMED INSURED (including address)

Raul Santa-Ana, MD
1928 N. Conway
Mission, TX 78572

NAMED INSURED IS A:

Solo Professional Association

2

POLICY PERIOD beginning and ending at 12:01 a.m. FROM 04/01/2007
at above stated address TO 04/01/2008

3

PROFESSIONAL LIABILITY COVERAGE

Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

Table with 3 columns: COVERAGE, LIMITS OF LIABILITY, and PREMIUM. Rows include A. Professional Liability (\$8,727.00), B. Deductible (\$0), C. Professional Premises Liability (\$20.00), D. Vicarious Liability (\$0.00), and TOTAL PREMIUM (\$8,747.00).

4

TYPE OF COVERAGE CLAIMS-MADE RETROACTIVE DATE 07/01/1988

5

Class 1 Principal Practice 81239 FM/GP - NO SURGERY
Territory I County HIDALGO

6

FORMS & ENDORSEMENTS PICM0106, 42, 4, 02

CREDITS INCLUDED ABOVE

CME Course Discounts -\$707.00
Experience Discount -\$2,533.00

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: 02/27/2007

Countersigned By:

Signature of John J. Alexander

Authorized Representative of Texas Medical Liability Trust

TP

Your Independent Safeco Agent:

HILB ROGAL & HOBBS OF MCALLEN
PO BOX 3785
MCALLEN, TX 78502

(956) 682-9423

COMMUNITY HEALTH MANAGEMENT
CORPORATION
901 E VERMONT AVE
MCALLEN, TX 78503

**Your
COMMERCIAL INSURANCE POLICY**

Safeco Insurance

®

AMERICAN STATES INSURANCE COMPANY OF TEXAS

A Stock Company
4333 Brooklyn Avenue NE
Seattle, WA 98185
www.safeco.com

AMERICAN STATES INSURANCE COMPANY OF TEXAS

SEATTLE, WASHINGTON
COMMERCIAL INSURANCE POLICY

NAMED INSURED AND MAILING ADDRESS
COMMUNITY HEALTH MANAGEMENT CORPORATION
901 E VERMONT AVE
MCALLEN, TX 78503

RENEWAL DECLARATIONS
POLICY NUMBER 04-BA-499948-3
RENEWAL OF 04-BA-499948-2 09-03

POLICY PERIOD FROM 09-01-07 TO 09-01-08 12:01 AM
STANDARD TIME AT LOCATION SHOWN ABOVE.
AGENT NAME AND ADDRESS
HILB ROGAL & HOBBS OF MCALLEN
PO BOX 3785
MCALLEN, TX 78502
4236984 (956) 682-9423

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$166.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #320-2826-539-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL AUTO COVERAGE PART \$ 166.00
166.00

AUTHORIZED

07-26-07 BY C DON BOWMAN
(DATE) (AUTHORIZED REPRESENTATIVE)

Safeco and the Safeco logo are registered trademarks of Safeco Corporation

BUSINESS AUTO COVERAGE PART DECLARATIONS

PAGE BA 1

ITEM ONE -- NAMED INSURED:
 COMMUNITY HEALTH MANAGEMENT
 FORM OF BUSINESS: CORPORATION

POLICY NUMBER: 04-BA-499948-3

ITEM TWO -- SCHEDULE OF COVERAGES AND COVERED AUTOS

THIS POLICY PROVIDES ONLY THOSE COVERAGES WHERE A CHARGE IS SHOWN IN THE PREMIUM COLUMN BELOW. EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE "AUTOS" SHOWN AS COVERED "AUTOS." "AUTOS" ARE SHOWN AS COVERED "AUTOS" FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO SECTION OF THE BUSINESS AUTO COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE.

COVERAGES	LIMIT OF INSURANCE	DEDUCTIBLE	COVERED AUTO SYMBOL	PREMIUM
LIABILITY	\$ 1,000,000		8,9	\$ 165.00
TERRORISM				\$ 1.00
ESTIMATED TOTAL PREMIUM				\$ 166.00

ITEM THREE -- SCHEDULE OF COVERED AUTOS YOU OWN

NO SCHEDULED VEHICLES

ITEM FOUR -- SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

RATING BASIS - COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR IF LIAB. COV IS PRIMARY)	MINIMUM PREMIUM	PREMIUM
TEXAS	IF ANY	2.54		\$ 32.00	\$ 32.00
TOTAL PREMIUM					\$ 32.00

COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF "AUTOS" YOU DO NOT OWN (NOT INCLUDING "AUTOS" YOU BORROW OR RENT FROM YOUR PARTNERS OR EMPLOYEES OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

ITEM FIVE -- SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
OTHER THAN SOCIAL SERVICE AGENCY		IF ANY	\$ 133.00
TOTAL PREMIUM			\$ 133.00

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE PART:

- CA0243(0301) - TX CHANGES-CANC & NON-RENEW
- SRS566(0307) - TX AUTO & LIABILITY SAFETY CONSULT SVC
- CA7120(0598) - WAIVER OF COLLISION DEDUCTIBLE
- CA7241(0306) - TX ABUSE OR MOLESTATION EX
- CA0001(1001) - BUSINESS AUTO COVERAGE
- CA0051(1204) - CHANGES-MOBILE EQUIPMENT COVERAGE
- IL0017(1198) - COMMON POLICY CONDITIONS

NAMED INSURED AND MAILING ADDRESS
COMMUNITY HEALTH MANAGEMENT CORPORATION
DBA EL MILAGRO CLINIC
901 E VERMONT AVE
MCALLEN, TX 78503

RENEWAL DECLARATIONS

POLICY NUMBER 01-SU-351200-50
RENEWAL OF 01-SU-351200-4 02-04

AGENT NAME AND ADDRESS
HILB ROGAL & HOBBS OF MCALLEN
PO BOX 3785
MCALLEN, TX 78502

POLICY PERIOD FROM 09-01-07 TO 09-01-08 12:01 AM
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**** ASBESTOS IS EXCLUDED ****

42-36984 (956) 682-9423

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$4,006.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #320-2826-539-01.
YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL UMBRELLA LIABILITY COVERAGE	\$	4,000.00
		<u>4,000.00</u>
PREMIUM FOR CERTIFIED ACTS OF TERRORISM	\$	6.00
TOTAL POLICY PREMIUM	\$	4,006.00

THIS POLICY IS ISSUED WITH THE CONDITION THAT THE UNDERLYING LIMITS AND COVERAGES SHOWN IN THE SCHEDULE ARE IN FORCE.

AUTHORIZED

(DATE) BY _____
(AUTHORIZED REPRESENTATIVE)

POLICY NUMBER: 01-SU-351200-50

NAMED INSURED COMMUNITY HEALTH MANAGEMENT

LIMITS OF LIABILITY

A) EACH OCCURRENCE	\$	4,000,000
B) AGGREGATE LIMITS - SEPARATELY AS RESPECTS:		
(1) PRODUCTS HAZARD AND COMPLETED OPERATIONS HAZARD COMBINED	\$	4,000,000
(2) OCCUPATIONAL DISEASE SUSTAINED BY ALL EMPLOYEES OF ANY INSURED	\$	4,000,000
(3) ALL OTHER COVERAGES COMBINED (EXCEPT AUTOMOBILE LIABILITY, WHICH IS NOT SUBJECT TO ANY AGGREGATE LIMIT)	\$	4,000,000
C) RETAINED LIMIT	\$	10,000

ITEM 4.

PREMIUM EXPLANATION.		
CERTIFIED ACTS OF TERRORISM	\$	6.00

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS COVERAGE:

- | | |
|---|---|
| CU0002(0493) SCHEDULE OF UNDERLYING INS | CU0001(1104) COMM UMBRELLA LIABILITY COV. |
| 6-2690(0407) IMPORTANT NOTICE - TEXAS REG | CU0152(0305) TX CHANGES - ASBESTOS |
| CU0182(0700) TX CHGS-CANCELLATION/NON-REN | CU0183(0305) TX CHGS - PAYMENT OF DEFENSE |
| CU0191(1001) TEXAS DISCLOSURE - EXCL LARG | CU2122(0492) EXCLUSION - PROFESSIONAL LIA |
| CU2110(1001) EXCL-CONT/POLL-LIMITED | CU2132(0704) EXCLUSION - FUNGI OR BACTERI |
| CU2228(1102) CAP ON LOSSES - CERT ACTS OF | CU2164(0305) EXCLUSION - SPAM |
| CU2121(0492) EXCLUSION - PRODS/COMP OPS | |



SCHEDULE OF UNDERLYING INSURANCE

The coverages marked by an "X" and the limits indicated are the minimum coverages and limits required for this policy. Issued to form a part of policy number 01-SU-351200-5

CARRIER, POLICY NUMBER, PERIOD	TYPE OF POLICY	MINIMUM APPLICABLE LIMITS
a) AMERICAN ECONMY 02-WC-532037 9-1-07/08	Employers' Liability or	Bodily injury by accident \$ 1,000,000 each accident
	Contingent Employers' Liability	Bodily injury by disease \$ 1,000,000 each employee
		Bodily injury by disease \$ 1,000,000 policy limit
		or \$ each accident/occurrence
b) FIRST NATIONAL INS 04-CC-190266 9-1-07/08	<input checked="" type="checkbox"/> General Liability	\$ 2,000,000 general aggregate (other than products-completed operations)
	<input type="checkbox"/> Businessowners Liability	
	<input type="checkbox"/> Farm Liability	\$ 2,000,000 products-completed operations aggregate
	<input checked="" type="checkbox"/> all premises or operations of the insured	\$ 1,000,000 personal and advertising injury
	<input checked="" type="checkbox"/> products-completed operations	\$ 1,000,000 each occurrence
	<input checked="" type="checkbox"/> personal and advertising injury	or \$ combined single limit
	<input type="checkbox"/>	
c) AMERICAN STATES TX 04-BA-499948 9-1-07/08	Automobile Liability	
	<input type="checkbox"/> owned autos	\$ each person each accident
	<input checked="" type="checkbox"/> non-owned autos	\$ Property Damage each accident
	<input checked="" type="checkbox"/> hired autos	\$ combined single limit
	<input type="checkbox"/>	or \$ 1,000,000
d)	Garage Liability	
	<input type="checkbox"/> owned autos	\$ auto only each accident
	<input type="checkbox"/> non-owned autos	\$ other than auto only each accident
	<input type="checkbox"/> hired autos	\$ other than auto only aggregate
	<input type="checkbox"/> broadened coverage garages-CA 2514	\$ combined single limit
	<input type="checkbox"/>	or
e)	<input type="checkbox"/>	





STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

1. NAMED INSURED AND MAILING ADDRESS: COMMUNITY HEALTH MANAGEMENT CORPORATION DBA EL MILAGRO CLINIC 901 E VERMONT AVE MCALLEN, TX 78503

INFORMATION PAGE

POLICY NUMBER 04-WC-488072-10
 RENEWAL OF 02-WC-532037-30
 FEDERAL ID NUMBER: 742122310

OTHER WORKPLACES NOT SHOWN ABOVE: SEE ATTACHED.

LEGAL ENTITY: CORPORATION

AGENT NAME AND ADDRESS: HILB ROGAL & HOBBS OF MCALLEN PO BOX 3785 MCALLEN, TX 78502

2. POLICY PERIOD: FROM 09-01-07 TO 09-01-08 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

42-36984 (956) 682-9423

THE ANNUAL DEPOSIT PREMIUM DUE IS: \$5,455.00
 YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #320-2826-539-01.
 THIS POLICY IS SUBJECT TO A FINAL AUDIT.

3. A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: TX

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:
 BODILY INJURY BY ACCIDENT 1,000,000 EACH ACCIDENT
 BODILY INJURY BY DISEASE 1,000,000 EACH EMPLOYEE
 BODILY INJURY BY DISEASE 1,000,000 POLICY LIMIT

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE: ALL STATES EXCEPT HAWAII, MAINE, NORTH DAKOTA, OHIO, RHODE ISLAND, WASHINGTON, WEST VIRGINIA, WYOMING, AND STATES LISTED IN ITEM 3A ABOVE.

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CLASSIFICATIONS	CODE NO.	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 REMUNERATION	ESTIMATED ANNUAL PREMIUMS
REFER TO ATTACHED SCHEDULE				

EXPENSE CONSTANT: \$ (SEE ATTACHED SCHEDULE)
 MINIMUM PREMIUM: \$ 169 TX TOTAL ESTIMATED STANDARD PREMIUM: \$ 5,455.00

INCLUDES \$195.00 CERTIFIED ACTS OF TERRORISM (TRIA) AND \$0.00 DTEC.

SAFECO BUSINESS INSURANCE IS REQUIRED BY LAW TO PROVIDE ITS POLICYHOLDERS WITH CERTAIN ACCIDENT PREVENTION SERVICES AS REQUIRED BY TEXAS LABOR CODE 411.066 AT NO ADDITIONAL COST. IF YOU WOULD LIKE MORE INFORMATION, CALL THE RISK CONTROL DEPARTMENT AT 1-800-472-5357. IF YOU HAVE ANY QUESTIONS ABOUT THIS REQUIREMENT, CALL THE DIVISION OF WORKERS' COMPENSATION, TEXAS DEPARTMENT OF INSURANCE AT 1-800-252-7031.

ENDORSEMENTS ATTACHED:
 SEE THE FOLLOWING PAGE FOR LIST OF ENDORSEMENTS.
 AUTHORIZED

07-26-07

BY

C. DON BOWMAN

(DATE)

(AUTHORIZED REPRESENTATIVE)

COMPANY USE ONLY

ENDORSEMENTS ATTACHED:

WC000000A (0492) WC & EMPLR LIAB INS POLICY
6-2690 (0407) IMPORTANT NOTICE - TEXAS REGIO
6-4574 (0700) IMPORTANT NOTICE
6-4579 (0200) HOW TO SAVE MONEY AT AUDIT
IL7201 (0392) COMPANY COMMON POL CONDITIONS
WC420301F (0100) TX AMENDATORY ENDORSEMENT
6-3222 (0495) TX WC IMPORTANT NOTICE
WC420407 (0302) TX AUDIT & RETRO PREMIUM
WC000420 (1202) TERRORISM RISK INSURANCE ACT
SRS673 (0307) TX OCCUP SAFETY & HEALTH SVCS
WC420308 (0197) PARTNERS, OFFICERS & OTH EXCL
WC000406 (0484) TX PREMIUM DISCOUNT ENDT
C4269 (0304) TX DEDUCTIBLE ELECTION NOTICE



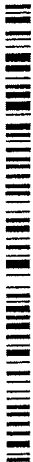
NAMED INSURED: COMMUNITY HEALTH MANAGEMENT

POLICY NUMBER: 04-WC-488072-10

PAGE 2

ADDITIONAL LOCATIONS

1 901 E VERMONT AVE
MCALLEN, TX 78503



NAMED INSURED COMMUNITY HEALTH MANAGEMENT

POLICY NUMBER: 04-WC-488072-10

STATE: TEXAS

LOCATION NO. 001

SCHEDULE OF OPERATIONS				
CLASSIFICATIONS	CODE NO.	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 REMUNERATION	ESTIMATED ANNUAL PREMIUMS
CLERICAL OFFICE EMPLOYEES NOC	8810	294,310	0.5000	1,472.00
PHYSICIAN	8832	517,413	0.8200	4,243.00
INCREASED LIMITS - EMPLOYERS LIABILITY	9812			114.00
EXPERIENCE MODIFICATION	9898		.880	699.00-
PREMIUM DISCOUNT	0063			10.00-
EXPENSE CONSTANT	0900			140.00
TERRORISM RISK INSURANCE ACT OF 2002 - CERTIFIED LOSSES (TRIA)	9740	811,723	0.0240	195.00

ALL OTHER TERMS OF THIS POLICY REMAIN UNCHANGED.

WC 00 00 01 (0484)

COMPANY USE ONLY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/07

PRODUCER Hilb Rogal & Hobbs (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED El Milagro Clinic Community Health Management Corporation 901 E. Vermont McAllen, TX 78503	INSURER A: American States Insurance Company of	19712
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	04CC1902665	09/01/07	09/01/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$200,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	04BA4999483	09/01/07	09/01/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	01SU35120050	09/01/07	09/01/08	EACH OCCURRENCE AGGREGATE	\$4,000,000 \$4,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	04WC48807210	09/01/07	09/01/08	WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	OTH-ER \$500,000 \$500,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Hoder is Additional Insured as their interests may appear as required under written contract and ongoing operations.

CERTIFICATE HOLDER

CANCELLATION

County of Hidalgo /Hidalgo
 County Purchasing Dept.
 2812 South Highway 281 Hidalgo
 County New Administration Bldg.
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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) LOWER RIO GRANDE VALLEY COMMUNITY HEALTH MANAGEMENT CORPORATION, INC.	
Business name, if different from above EL MILAGRO CLINIC	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ 501 c 3 <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 901 E. VERMONT	Requester's name and address (optional)
City, state, and ZIP code MCALLEN, TEXAS 78503	
List account number(s) here (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								
or								
Employer identification number								

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:

1. 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
2. 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
3. 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 ▶ NOVEMBER 12, 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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:

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

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?: ** 0% (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: _____

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: _____

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: _____

**** AT LEAST 3 OF 4 SUBCONTRACTORS ARE ELIGIBLE BUT HAVE NOT YET RECEIVED OFFICIAL CERTIFICATION.**

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.