

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICES
C-10-001-03-16**

THIS AGREEMENT is made on this the 16th day of March, **2010** by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (hereinafter "County") and **DAVID M. CASTRO** a Texas Licensed Pharmacist, (hereinafter "Contractor") to provide services for the Hidalgo County Health and Human Services Department in the manner hereinafter provided.

WITNESSETH

WHEREAS, County desires to contract with a person to provide services connected with the County Health and Human Services Department pharmacies that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for County's Health and Human Services Department during the period of time provided herein.

NOW, THEREFORE, FOR THE MUTUAL CONSIDERATION EXPRESSED HEREINAFTER, County and Contractor agree and covenant as follows: Contractor agrees to provide the services necessary to perform the position of Pharmacist in Charge for all County Health Clinic Pharmacies and perform the services that include, but are not limited to, those set forth as follows:

- a. Provide continuous supervision of registered nurses, licensed vocational

nurses, physician assistant technicians and assistants carrying out the pharmacy-related provisions.

b. Provide documented periodic on-site visits as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy to insure that the clinic is following set policies and procedures. The documentation provided by consultant shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy.

c. Provide development of a formulary for the clinics, in conjunction with the clinics' pharmacy and therapeutics committee consisting of drugs and/or devices needed to meet the objectives of the clinic.

d. Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the County's Clinic.

e. Maintain records of all transactions of the pharmacy as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and/or devices.

f. Provide development and periodic review of a policy and procedural manual for the pharmacy in conjunction with the clinics' pharmacy and therapeutic committee.

g. Meet inspections and other requirements of the Texas Pharmacy Act and related regulations promulgated by the Texas State Board of Pharmacy.

h. Dispense prescription orders.

i. Conduct in-service training at least annually for supportive personnel who provide drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drugs contained in the formulary.

1. Contractor agrees to commence providing the services outlined above on **March 24, 2010** and continue to provide these services through **March 23, 2012** and may be extended at the sole discretion of County for an additional one (1) year, under the same rates, terms and conditions, unless earlier terminated pursuant to the provisions herein. County also reserves the right to continue this contract for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

2. As consideration for providing the services outlined above, Contractor shall be paid **\$2,000.00 per month**. Such sum shall be paid to Contractor on or before the tenth day following the preceding month (or a portion thereof) that contractor performed services for the County.

3. Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health and Human Services Department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health and Human Services Department and/or any agency of the County.

4. County and Contractor agree that either party may terminate this Agreement at any time during the period of this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement at least thirty (30) days in advance of the date of the proposed termination. In such event, this Agreement

shall be null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.

5. Contractor agrees to provide liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act. Section 100.002 et.seq., Texas Civil Practice and Remedies Code with County as a named insured and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

6. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) written notice prior to cancellation.

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

8. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be sent personally 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: County of Hidalgo, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: David M. Castro
4000 Auburn Ave.
McAllen, Texas 78504

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.

9. Conflict with Applicable Law. Nothing in this Contract 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 Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. Entire Agreement. This Contract contains the entire agreement 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise.

12. 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.

13. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

14. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

15. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

16. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

17. Gender and Number. All pronouns used in this Contract 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.

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

19. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other

consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

20. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

21. Indemnity and Hold Harmless. Contractor agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Contractor's employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of County or the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

22. Representation and Warranties. Contractor represents and warrants to County that all representations and warranties of Contractor as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties

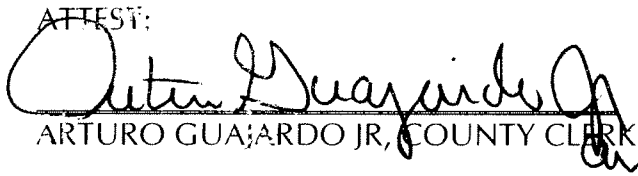
representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as contained in County's Request for Qualifications as a material inducement to County to enter into the Contract.

WITNESS THE HANDS OF THE PARTIES on this the _____ day of _____, 2010

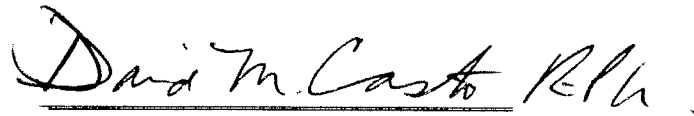
HIDALGO COUNTY, TEXAS

By: 
Rene A. Ramirez, COUNTY JUDGE

ATTEST:


ARTURO GUA;ARDO JR, COUNTY CLERK

CONTRACTOR:


DAVID M. CASTRO, PHARMACIST

Approved on Commissioners' Court 3-16-10

APPROVED AS TO FORM
Atlas & Hall, L.L.P.


By: 

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"REGISTERED PHARMACIST SERVICES"
RFQ NO: 2010-001-02-17CGV

David Castro
4000 Auburn Ave
McAllen, TX 78504

Hidalgo County is inviting statements of qualifications from qualified pharmacists to provide for "Registered Pharmacist Services". The County of Hidalgo is seeking to enter into a "Registered Pharmacist Services" contract(s) with a state-registered (Texas) Pharmacist. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "**Hidalgo County Registered Pharmacist Services for Health and Human Services Department**" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 17, 2010. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO: 2010-001-02-17CGV

US Postal Mail Address:

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

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of:** 2802 So. Business Hwy 281, (**Southeast Corner of Canton & Business Highway 281**) Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, February 10, 2010, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, February 12, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective February 17, 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 successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse. COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) 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 bidding 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.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that is it stamped with date and time by the County Purchasing Department staff.

SIGNING OF QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the term of the contract will be for an initial period of 2 years with the County's option to renew for an additional 1 year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

**David Castro
4000 Auburn Ave
McAllen, TX 78504**

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)

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

SECTION II RFQ REQUIREMENTS

Request For Qualifications and Proposal:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Contents:

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

Understanding of the Project:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROJECT OVERVIEW:

The County of Hidalgo is seeking to engage a competent licensed pharmacist to provide services for the Hidalgo County Health and Human Services Department. The pharmacist will be in charge for all County Health Clinic pharmacies and perform the services that include, but are not limited to, as stated herein.

Firm(s) Qualifications:

The County of Hidalgo is seeking to contract with a competent "Registered Pharmacist(s)" licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Participant must have a minimum of 7 to 10 years experience in Public Health Pharmaceutical services;
- Meet inspections and the other requirements of the Texas Pharmacy Act and related regulations promulgated by the Texas State of Pharmacy;
- Dispense prescription orders;

**David Castro
4000 Auburn Ave
McAllen, TX 78504**

- Conduct in-service training at least annually for supportive personnel who proved drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drug contained in the formulary;
- Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health and Human Services department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health and Human Services Department and/or any agency of the County;
- Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of the County.
- The contractor/participant should provide as much background information as to its' experience in providing services to City, County, State or any other governmental agencies.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing:

The participant 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.

Required Certifications and Submittal:

This section will contain any licenses and certifications as required by HIDALGO COUNTY and the STATE OF TEXAS. The Registered Pharmacist(s) should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

Hidalgo County is requesting sealed statements of qualifications from experienced Registered Pharmacist(s) to provide all the Pharmacist(s) services required for the "Registered Pharmacist Services" for Hidalgo County Health and Human Services Department. The registered pharmacist(s) services contract will encompass all project-related pharmacist(s) services to the County of Hidalgo including, but not limited to, the following:

David Castro
4000 Auburn Ave
McAllen, TX 78504

- Provide continuous supervision of registered nurses, licensed vocational nurses, physician assistants technicians and assistance carrying out the pharmacy-related provisions;
- Provide documented periodic on-site visits as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy to ensure that the clinic is following set policies and procedures. The documentation provided by the registered pharmacist(s) consultant shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy;
- Provide development of a formulary for the clinics, in conjunction with the clinics' pharmacy and therapeutic committee consisting of drugs and/or devices needed to meet the objectives of the clinic;
- Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the County's Clinic;
- Maintain records of all transactions of the pharmacy as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and /or devices;
- Provide development and periodic review of a policy and procedural manual for the pharmacy in conjunction with the clinics' pharmacy and therapeutic committee.

Hidalgo County proposes to pay the "Registered Pharmacist(s)" monthly by check.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

- A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by (Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County request for qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFQ.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new registered pharmacists for Hidalgo County Health and Human Services Department.

David Castro
4000 Auburn Ave
McAllen, TX 78504

Request For Qualifications
for
Hidalgo County
"Registered Pharmacist Services"

February 17, 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Submitter: David Max Castro / David Max Castro
Address: 4000 Auburn Ave, McAllen, TX 78504
By: February, 2010
Printed Name: David Max Castro
Title: Registered Pharmacist

David Castro
4000 Auburn Ave
McAllen, TX 78504

David Max Castro, MBA, R.Ph.

4000 Auburn Avenue
McAllen, Texas 78504

February 15, 2010

County of Hidalgo
Purchasing Department
Re: Hidalgo County Community Supervision and Corrections Dept.

Dear Sir or Madam:

The Hidalgo County Community Supervision and Corrections Department is requiring the services of a Registered Pharmacist to provide Consultant Pharmacy Services. With over twenty years of experience in the practice of pharmacy and all in the institutional (hospital) pharmacy setting, I have the necessary skills required to do this job.

The specific contributions that I can make to the Hidalgo County Community and Corrections Department include:

- **Management Skills:** Train and develop all personnel involved in the pharmacy functions to better manage resources and responsibilities
- **Expertise:** Managed the pharmacy department of a mid-sized institutional (hospital) pharmacy setting for six years. Have been a consultant pharmacist for better than fifteen years.
- **Availability:** Provide direct access to consultant via cell phone to answer all supervised personnel's questions and provide direction

I have included my resume along with references and information pertaining to licensure within this RFQ. Thank you for the opportunity to bid for this service need.

Sincerely,



David Max Castro, MBA, R.Ph.
Consultant Pharmacist

David Castro
4000 Auburn Ave
McAllen, TX 78504

4000 Auburn Avenue
McAllen, Texas 78504

956.279.0272 phone
dmcutrph82@yahoo.com

David Max Castro

Experience

2002-Present Cardinal Health Edinburg, TX

Director of Texas Resource Mega Center/Project Manager

- Director of operations/Pharmacist-in-Charge
- Develop and support business strategies
- Provide technical and clinical support for new and existing clients
- Review drug regimens and provide clinical drug information specific to patient type and client preferences

1996-2002 Edinburg Regional Medical Center Edinburg, TX

Director of Pharmacy Operations (PIC)

- Director of operations for a 169 bed hospital pharmacy department
- Managed budget, purchasing and staff of eleven
- Insure compliance with Federal and State laws and regulations
- Participated in preparation for both JCAHO and CARF surveys
- Participated with medical and nursing staff committees to improve patient care and outcomes
- Participated with the development and implementation of clinical objectives

1984-1996 McAllen Medical Center McAllen, TX

Staff Pharmacist

- Responsible for the day to day patient care operations
- Assisted in the promotion and implementation of clinical objectives
- Responsible for ICU pharmacy satellite
- Managed In-house Home Healthcare Pharmacy Services

1989-Present Independent Contractor McAllen, TX

Consultant Pharmacist for Public Health Private Care Facilities

- Provide expertise and support in the practice of pharmacy for Class C and Class D pharmacy licenses
- Maintain standards to insure compliance with Federal and State laws and regulations
- Develop and maintain policy and procedures
- Provide routine in-services for medical, nursing and supportive pharmacy personnel
- Provide drug information and support for all clinic practitioners

Personal

Bilingual (Spanish)

Education

1977-1982 The University of Texas Austin, TX

- B.S. Pharmacy
- Licensed to practice pharmacy in Texas March 1983
- Currently hold licenses, in good standing, in TX, AZ, CO, NM, KS, and GA

2002-2004 The University of Texas Pan Am Edinburg, TX

- Masters in Business Administration

Interests

Active in local church based ministries, children's extracurricular activities, the college football season and biking.

References

Included

David Castro
4000 Auburn Ave
McAllen, TX 78504

References

Ramiro Ortiz, R.Ph.
1901 Pond Circle
Mission, TX. 78572
(956) 648-5162

Joe Salinas
515 E. 15
Mission, TX. 78572
(956) 458-1919

Joe Ramirez, R.Ph.
2868 West Trenton Road
Edinburg, TX. 78539
(956) 467-9973

Gustavo Lopez
4413 N. 28th
McAllen, TX. 78504
(956) 376-9610

David Castro
4000 Auburn Ave
McAllen, TX 78504

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES
“REGISTERED PHARMACIST SERVICES”**

PROPOSER’S BEST AND FINAL OFFER



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: David Max Castro,
Consultant Pharmacists

From: Martha L. Salazar, CPPB *mls*
Hidalgo County Purchasing Department

Date: March 2, 2010

Re: Negotiation for -"Hidalgo County-Registered Pharmacist Services"
(RFQ NO: 2010-001-02-17CGV)

Pursuant to action taken by Hidalgo County Commissioner's Court this morning (Tuesday, March 2, 2010), please be advised that you have been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Wednesday, March 3, 2010.

Best and final offer of the proposed contract rate of \$ 2,000⁰⁰.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956)292-7612.

Signed: David Max Castro Title: Registered Pharmacist / Consultant

Printed Name: David M Castro

INSURANCE CERTIFICATES

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES
“REGISTERED PHARMACIST SERVICES”**

MEMORANDUM OF INSURANCE Date Issued 01/23/2012

Producer Marsh U.S. Consumer a service of Seabury & Smith, Inc. P.O. Box 14576 Des Moines, IA 50306-3576 1-800-503-9230	This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.
Company Affording Coverage Liberty Insurance Underwriters Inc	

Insured David M Castro 4000 Auburn Avenue McAllen TX 78504	
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This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Pharmacist SE Pharmacist	AHY-563307001	01/23/2012	01/23/2013	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$4,000,000

PROOF OF INSURANCE

Memorandum Holder: PROOF OF COVERAGE ONLY	Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
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	Authorized Representative Joan O'Sullivan 
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TEXAS TEMPORARY LIABILITY INSURANCE CARD
STATE FARM INSURANCE

Texas Liability Insurance Card... This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Insurance Company

State Farm Mutual Automobile Insurance Company

Vehicle-Year, Make, Model of Covered Vehicle

2002 HONDA ACCORD 4DR

Vehicle Identification Number

1HGCG56692A073612

NAIC # 25178

Agent or Producer

3577

GOODE, JAMES L.

PHONE # 956-682-7005

Insured

CASTRO, DAVID

4000 AUBURN AVE

MCALLEN, TX 78504-9781

Texas Operations Center Phone #800-252-7645

Policy Number 068 5938-B13-53I 001

Effective Date To Expiration Date

AUG 21 2011

FEB 13 2012

Coverages

A B2 D1-200 D2-500 H40 R20 C

Drivers

DAVID, PHILIP DAVID

IRIS, MICHAEL STEVEN

JACOB DANIEL

CALEB ISAAC

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

Texas Liability Insurance Card
Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

Tarjeta de Seguro de
Responsabilidad de Texas Guarde
esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisitos pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de \$15 por día).

IF YOU HAVE AN ACCIDENT- NOTIFY POLICE IMMEDIATELY

1. Write down names, addresses, telephone numbers, and license numbers of persons involved and of witnesses. Also write down the license plate number and state of each vehicle involved.
2. Notify your agent promptly or log on to statefarm.com® to initiate the claim filing process.
3. Do not admit fault. Do not discuss the accident with anyone except State Farm or Police.

1. AI-20232

approved

Discussion and action on the final negotiated contract (as authorized by CC on 3-3-10) with David M. Castro for: Registered Pharmacist Services - Hidalgo County Department of Health and Human Services.

E. Tax Office

1. AI-20282

approved

a. Requesting authority to purchase One (1) New 2010 Ford Ranger XL through Philpott Motor Company, Port Neches, Texas, the County's participation/membership with TASB Buyboard #281-07 as requested by the Hidalgo County Tax Office in the amount of \$12,603.00 which includes delivery charge and a one time Buyboard Administrative fee of \$400.00-Project reference #10-125-OGG; or, in the alternative;

n/a

b. Requesting authority to advertise for a new 2010 XL pick-up for the Hidalgo County Tax Office.

F. Colonia Access Program Pct. 1

1. AI-20173

approved

Requesting approval of Supplemental Agreement #2 to C-CAP-09-003-01-20 between Hidalgo County and Izaguirre Engineering Group, LLC to remove L & P Subdivision from Exhibit C Work Schedule resulting in a decrease in the amount of \$9,445.97 in Exhibit D1 Fee Breakdown of the Agreement to \$42,795.06.

G. Colonia Access Program Pct. 4

1. AI-20256

approved

Approval of Application for Payment No. 1 (Final) in the amount of \$44,028.90 from Total Commitment, LLC contracted vendor for Laborsita Subdivision as reviewed and submitted by Qunitanilla, Headley & Associates project engineer-C-CAP-09-381-10-06.

H. Sheriff's Office

1. AI-20315

approved

Authority to purchase the delivery services in the amount of \$2,470.00 for One (1) New Crime Evidence Collection Vehicle for the Hidalgo County Sheriff's Office (authorized by CC on 9-22-09 under AI#-17444) under TASB Buyboard Cooperative Purchasing Program Contract #281-07 including authority to increase Philpott Motors LTD PO# 630028 from \$267,820.09 to \$270,290.09 .

I. Co. Wide

1.

nothing to report

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial

AI-20232

21.D.1.

**Negotiations - Registered Pharmacist Services w/David M. Castro
CC REGULAR**

Date: 03/16/2010
 Submitted By: Gricelda Villarreal, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department Sub-category: Health & Human Services Dept.

Information

CAPTION

Discussion and action on the final negotiated contract (as authorized by CC on 3-3-10) with David M. Castro for: Registered Pharmacist Services - Hidalgo County Department of Health and Human Services.

BACKGROUND

Reference AI#20073 3-2-10

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-003-0-337
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Funding available as of 3-12-10 \$14,175.00.

Attachments

Link: [backup](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	03/11/2010 10:04 AM	APRV
2		Budget & Management	Erika Zamora	03/11/2010 02:22 PM	APRV
3		Manuel Chapa	Manuel Chapa	03/12/2010 09:25 AM	APRV
4		Auditor's Office		03/12/2010 05:29 PM	NEW
Form Started By: Gricelda Villarreal			Started On: 03/04/2010 08:42 AM		
Final Approval Date: 03/12/2010					