



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

February 8, 2012

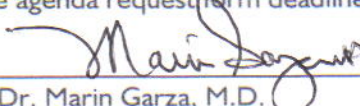
Dr. Marin Garza, M.D.  
P. O. Box 180  
Linn, Texas 78563  
P (956) 289-7000

via email [docsmfe722@aol.com](mailto:docsmfe722@aol.com)  
via facsimile (956) 289-7215  
Certified Mail

**Re: *Renewal/Extension-C-09-461-02-16-"Professional Physician Services for Inmates"-Hidalgo County Sheriff's Office***

Dear Dr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (First 1<sup>st</sup> Year) of the additional two (2) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

By:   
Dr. Marin Garza, M.D.

Date: 2/23/12

***Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).***

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/04/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> HealthCare PLUS-Houston 1500 Citywest Blvd Suite 500 Houston, TX 77042 House Account	713-952-9991	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	713-952-0103	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Marin Garza, MD P. O. Box 180 Linn, TX 78563	<b>INSURER A : Advocate MD Ins of the SW</b>		<b>NAIC #</b> 11989
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		


**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			TX12370	01/01/12	01/01/13	EACH OCCURRENCE \$ 500,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						GENERAL AGGREGATE \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COMPIOP AGG \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							WC STATUTORY LIMITS    OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Professional Liability Policy Claims-Made Form Retroactive Date: 1/1/2006

**CERTIFICATE HOLDER****CANCELLATION**

HICO-E3  Hidalgo County Purchasing Dept New Administration Building 2812 S. Business Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# THE DOCTORS COMPANY

*Handwritten signature*

Advocate, MD Insurance of the Southwest Inc.  
is now a wholly owned subsidiary of  
The Doctors Company

**Declarations Page**  
Advocate, MD Insurance of the Southwest Inc.  
Claims Made  
Physicians and Surgeons Liability Insurance Policy

**Named Insured:**

**Policy Number: TX 12370**

Renewal  New Policy

Marin Garza, M.D.  
P.O. Box 180  
Linn, TX 78563

**Policy Period**

Effective Date: January 1, 2012

Expiration Date: January 1, 2013

Retroactive Date: January 1, 2006

Standard time at the address of the Named Insured

**Coverage: A, D**

**Professional Liability**

Per Claim Limit of Liability: \$500,000  
Annual Aggregate Limit of Liability: \$1,000,000  
Total Policy Aggregate: Not Applicable

**Deductible/Self Insured Retention**

**Applicable to all claims under all Coverage**

Per Claim \$0  
Per Insured per Claim \$0

**Coverage E Medical Board Defense**

Per Claim Limit of Liability: \$20,000  
Annual Aggregate Limit of Liability: \$60,000

Specialty: General Practice No Surgery

Premium: \$10,375.00

Coverage under your policy is subject to the terms and conditions of the Policy and any endorsements attached.  
**SEE ATTACHED SCHEDULE OF ENDORSEMENTS**

Countersigned:

*Danna G. Parker*  
AUTHORIZED REPRESENTATIVE

Issue Date:

December 7, 2011

THE STATE OF TEXAS  
COUNTY OF HIDALGO

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§  
§

**CONTRACT FOR SERVICES**  
**C-09-461-02-16**

THIS AGREEMENT is made as of the 3rd day of, March, 2010 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **Marin Garza, M.D.** (hereinafter "Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients" ) that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

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

1. Physician agrees to provide to the Jail and its Clients the services required of Physician until replaced by Hidalgo County. These services include, but are not limited to:
  - (a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;
  - (b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures:

- (c) Conduct physical examinations of the Clients as required by the Jail;
- (d) Conducting other evaluations and tests on each client as required by the Jail;
- (e) Interpreting the results of any test conducted under (b), (c) or (d) above and submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;
- (f) Together with a nurse, provided at the sole cost and expense of the Jail, Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up medications, treatments and similar requirements;
- (g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.
- (h) Physician shall provide consultation, hands on treatment and other related medical services to Clients while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities; Physician shall refer Clients to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the

resources available at the jail;

- (j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Jail or the Texas Commission on Jail Standards;
- (k) Physician shall permit Jail and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
- (l) Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;
- (m) Physician will order prescription medications utilizing the approved formulary provided by the jail, unless Physician determines other formularies are in the best interest of the Client.
- (n) The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmery Department;

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

3. As consideration for the above and foregoing, Physician shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to the Jail by Physician during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated in the amount of Three Thousand Six Hundred and No/100ths Dollars (\$3,600.00) per month for the services provided to the Jail hereunder.

4. Physician must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Physician represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but no limited to benefits associated with Hidalgo County's Civil Service Program. Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Jail and Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Physician agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Physician agrees to continue for a period not to exceed thirty days at the

same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Physician agrees to provide professional 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, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

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

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

9. The term of this Contract shall be for a period of two (2) years and shall commence on March 03, 2010 and end on March 02, 2012 with the County's option to renew for two (2) one (1) year options.

12. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
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If to Physician:	Marin Garza, M.D. P.O. Box 180 Linn, Texas 78563
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Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By: [Signature]  
Rene A. Ramirez, County Judge

Date: 3/3/10

ATTEST:

[Signature]  
Arturo Guajardo, Jr., County Clerk

Date: 3/03/2010

PHYSICIAN:

By: [Signature]  
, M.D.

Date: 3/4/10

Approved by Commissioners' Court on \_\_\_\_\_

Approved as to form:

Atlas & Hall

By: [Signature]

Date: 2-17-10

**EXHIBIT “A”  
RFP/Q  
REQUIREMENTS**

**EXHIBIT "A"**

**REQUIREMENTS**

**HIDALGO COUNTY**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

**"PROFESSIONAL PHYSICIAN SERVICES  
FOR INMATES-HIDALGO COUNTY  
ADULT DETENTION FACILITY (JAIL)"**

**RFQ/P No. 2009-461-12-09-otm**

Hidalgo County will be accepting Statements of Qualifications from qualified Physician(s) to provide physician services for Hidalgo County Adult Detention Facility (Jail). The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas physician(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications/Proposals for the provision of **“Physician(s) Services for the Adult Detention Facility (Jail)”**. **Request For Qualifications/Proposals**” as specified herein. Statements of Qualifications and proposals will be accepted until **9:30 A.M., Wednesday, December 09, 2009**. **ANY RFQ/P RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:  
RFQ/P Number: 2009-461-12-09-otm

US Postal Mail Address:

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

Physical Address:

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

**The Submittal Envelope/Packet Must Show The RFQ/P Number, Name And Opening Date.**

The following outlines the Request For Qualifications & Proposal:

***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, at:

US Postal Mail Address:

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

Physical Address:

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

**WRITTEN QUESTIONS WILL BE ACCEPTED** via facsimile to (956)292-7612 or via e-mail to [olga.montero@co.hidalgo.tx.us](mailto:olga.montero@co.hidalgo.tx.us) **BY NO LATER THAN** Wednesday, December 2, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 4, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**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 of 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 located at 100 No. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:** Respondents to this RFQ/P must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly 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-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ/P:** 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 vendor'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/Proposal (RFQ&P) 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 request for qualifications/proposal 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&P DELIVERY:** Hidalgo County requires submitters, when hand delivering statements of qualifications/proposal, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ/P off.

**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.

## **SECTION II -RFQ/P REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS/PROPOSAL:** The required contents and limitations for the preparation of the RFQ/P 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/P. A total of **one (1) original and seven (7) copies** of the RFQ/P shall be submitted to the address on the cover letter.

**CONTENTS:** The required contents for the RFQ/P are presented below in the order they should be incorporated into the submitted document.

### **PROJECT OVERVIEW:**

The County of Hidalgo must provide pursuant to Texas Commission on Jail Standards provisions, Chapter 273, "Health Services", (medical, dental and health services) in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital or similar service.

**PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS:** The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail), including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (5) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;

- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ/P;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit “C” contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;
- Must provide sick call hours of two (2) hours per day, twice a week at the Hidalgo County Adult Detention Facility (Jail).

**Term of Agreement:** The term of the agreement will be for an initial period of 2 years with the County’s option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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

**Required Certifications and Submittal:** This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS . The qualified physician(s) should add copies of their certificate of license from the Texas Board of Medical Examiners.

**SCOPE OF SERVICES:** The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

- a. Providing and maintaining a medical license under which all medical activities of the Sheriff’s Office employees will take place;
- b. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- c. Conducting physical examinations of the Clients as required by the Department;
- d. Conducting other evaluations and tests on each Client as required by the Department;
- e. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
- f. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility (Jail) who require medical services. It will be the duty of the R.N.

- Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
- g. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
  - h. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
  - i. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
  - j. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
  - k. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
  - l. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;
  - m. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
  - n. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;

**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.

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

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal and seven (7) copies.**

### ***PART III -SELECTION & SCHEDULES***

#### **SELECTION PROCEDURES:**

RFQ/P submittal evaluation will be based on the criteria outlined below,

**PROPOSAL RANKING:** Departmental Committees will evaluate and rank the written RFQ/P. After the RFQ/P have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

**NEGOTIATION PROCESS:** If negotiations prove unsuccessful, the next highest ranked physician will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ/P.

**TERMINATION OF SERVICES:**

**Any contract awarded to a qualified physician will be in effect until (a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.**

**RFQ/P SUBMITTED TO:** An original and seven (7) copies of RFQ/P should be submitted to:

US Postal Mail Address:

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

Physical Address:

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

RFQ/P must be submitted by **no later than 9:30 a.m. on Wednesday, December 09, 2009.**

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

**EVALUATION:**

The evaluation system consists of a 100-point system. The physician(s) will be ranked after evaluation. Categories under the 100-point system include response to RFQ/P. RFQ/P submittal evaluation will be based on the criteria outlined in Exhibit "B".

**EXHIBIT B**  
**SELECTION CRITERIA**

**REQUEST FOR QUALIFICATIONS/PROPOSAL**

**“PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-  
HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)”**

**RFQ NO: 2009-461-12-09-OTM**

## **EVALUATION CRITERIA/RFQ/P Evaluation Criteria**

The submitter's RFQ/P will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ/P Evaluation Form."

### **1. Physician(s) Qualifications/Certifications/and other Credentials (30)**

The physician(s) should provide information related to qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

### **2. Understanding the Services/Methodology (20)**

The physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required for the "Professional Physician Services for Inmates" for Hidalgo County Adult Detention Facility (Jail). If the Physician(s) currently have an active practice, the Physician(s) must state in detail how it can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the Physician(s) understanding of the project.

### **3. Experience (20)**

The Physician(s) meets the five (5) year practice required.

### **4. Ability to Commit to all Services Required (30)**

The Physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

**HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)  
"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES"  
RFQ NO: 2009-461-12-09-OTM**

**EVALUATION FORM**

**Selection Criteria**

**Points**

**Score**

**1. Physician(s) Qualifications/Certifications/and other Credentials**

The Physician(s) should provide information related to qualifications. The Physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

**30**

\_\_\_\_\_

**Comments/Rationale For Points:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Understanding the Services/Methodology**

The Physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required for the "Professional Physician Services for Inmates for Hidalgo County Sheriff's Office. If the Physician(s) currently have an active practice, the Physician(s) must state in detail how it can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the Physician(s) understanding of the project.

**20**

\_\_\_\_\_

**Comments/Rationale For Points:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Experience**

The Physician(s) meets the five (5) year practice required.

**20**

\_\_\_\_\_

**Comments/Rationale For Points:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Ability to Commit to all Services Required**

The Physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

**30** \_\_\_\_\_

**Comments/Rationale For Points:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total  
Score** \_\_\_\_\_

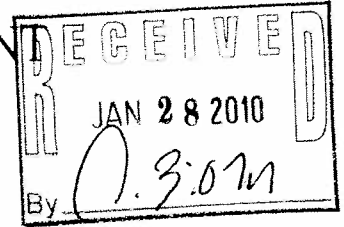
Provider: \_\_\_\_\_

Evaluator Name & Department: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT “B”  
NEGOTIATED  
MONTHLY  
AMOUNT**



PURCHASING DEPARTMENT  
County Of Hidalgo



**MEMORANDUM**  
**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Marin Garza, M.D.

From: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Department  
Attn: Olga T. Montero *OTM*

Via Fax: (956) 318-0888  
Email: docswife722@aol.com

Date: January 27, 2010

Re: Negotiation for –  
"Hidalgo County Adult Detention Facility (Jail)-Professional Physician  
Services for Inmates"  
(RFP NO: 2009-461-12-09-otm).

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, January 26, 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 Monday, February 01, 2010.

Best and final offer of the proposed contract rate of \$ 3,600.<sup>00</sup> / month

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

Signed: *Marin Garza MD*  
Title: *Physician*  
Printed Name: *MARIN GARZA MD*

**EXHIBIT “C”  
INSURANCE  
REQUIREMENTS**



Medical Professional Liability Insurance

Certificate Of Insurance

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

Named Insured:

Marin Garza, M.D.
1901 S. 24th
Edinburg, TX 78539

Policy Number: TX 12370

Renewal [X] New Policy [ ]

Policy Period:

Effective Date: January 1, 2010 at 12:01 am
Expiration Date: January 1, 2011 at 12:01 am
Retroactive Date: January 1, 2006
Standard time at the address of the Named Insured

Coverage:

Professional Liability

Per Claim Limit of Liability: \$500,000
Annual Aggregate Limit of Liability: \$1,000,000

Coverage E Medical Board Defense

Per Claim Limit of Liability: \$ 20,000
Annual Aggregate Limit of Liability: \$ 60,000

Specialty:

General Practice No Surgery

Disclaimer

The insurance afforded under this policy is subject to all terms, exclusions and conditions of the insurance policy. Should coverage be amended, altered or canceled, 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 Advocate, MD Insurance Company of the Southwest Inc., its agents or representatives.

Countersigned:

Donna G. Parker

AUTHORIZED REPRESENTATIVE

Issue Date: December 15, 2009



EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

MARIN GARZA MD

2 Check this box if you are filing an update to a previously filed questionnaire.

Empty checkbox

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Oscar Garza

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Empty checkbox

Yes

Checked checkbox

No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Empty checkbox

Yes

Checked checkbox

No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Empty checkbox

Yes

Checked checkbox

No

D Describe each employment or business relationship with the local government officer named in this section

Nephew - No employment nor business relationship

4

MARIN GARZA MD

Signature of person doing business with the governmental entity

11/30/09

Date

MARIN GARZA MD

**PROPOSER'S AFFIDAVIT**  
**Exhibit "E"**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTERES, AND ANTI-LOBBYING for  
"PROFESSIONAL PHYSICIAN SERVICES FOR ADULT DETENTION FACILITY (JAIL)"  
RFQ/P-2009-461-12-09-otm**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, MARIN GARZA, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: Mauricio M.D. Marin Garza

Subscribed and sworn to before me this 01 day of Dec, 2009.

Gracie G. Garza

Notary Public  
My commission expires: 01/24/2011, 2009.

