



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

January 29, 2013

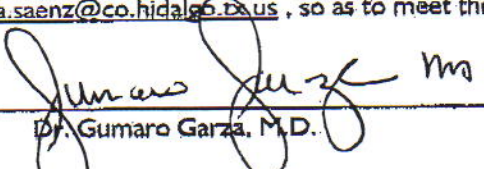
Dr. Gumaro Garza, M.D.
 502 S. Closner Street
 Edinburg, Texas 78539
 P (956) 292-2666, (956) 331-9477, (956) 648-2319

via email grz4556@aol.com
administration2@yazimmd.com
 via facsimile (956) 292-2613

Re: *Renewal/Extension- E-12-081A-02-28 (C-09-461A-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 (second 2nd & final 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, so as to meet the agenda request form deadlines.

By: 
 Dr. Gumaro Garza, M.D.

Date: 2/14/13

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

08 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
59 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
RO insurance company of The Hartford Insurance Group shown below.
SBM



INSURER: SENTINEL INSURANCE COMPANY, LIMITED
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: A

Policy Number: 65 SBM RO5908 SC

SPECTRUM POLICY DECLARATIONS ORIGINAL

02659
*2100265RO59080113

Named Insured and Mailing Address: DR GUMARO GARZA
(No., Street, Town, State, Zip Code)

502 S CLOSNER
EDINBURG TX 78539

Policy Period: From 03/04/12 To 03/04/13 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: SHEPARD WALTON KING INS GROUP
Code: 811782

Previous Policy Number: 65 SBM RO5908

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$425 MP

Countersigned by Raul Calvo III 2-21-12
Authorized Representative Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 65 SBM R05908

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE: 03042010	

This Employment Practices Liability Coverage contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

BUSINESS LIABILITY OPTIONAL COVERAGES

CYBERFLEX COVERAGE
FORM SS 40 26

*21.00265R059080113 02660

TEXAS MEDICAL LIABILITY INSURANCE UNDERWRITING ASSOCIATION
 505 EAST HUNTLAND DR, SUITE 160
 AUSTIN, TEXAS
 PHONE: 512-452-4370

CERTIFICATE OF INSURANCE

This is to certify that: GUMARO GARZA, M.D.
 2210 NORMA LANE
 EDINBURG, TX 78539

is insured by Texas Medical Liability Insurance Underwriting Association for the types of insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policy herinafter described. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy listed below.

Policy Number	Policy Period	Locations to which Certificate Applies	
TX113551	From: 04/10/2012 To: 04/10/2013	State of Texas	
Policy Form	Retroactive Date	Limits of Liability	
	(if applicable)		
<input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made		<input checked="" type="checkbox"/> Each Occurrence <input type="checkbox"/> Each Claim	<input checked="" type="checkbox"/> Aggregate <input type="checkbox"/> All Claims
Physicians and Other Non-Institutional Health Care Providers:	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Excess	<input checked="" type="checkbox"/> \$200,000.00 <input type="checkbox"/>	<input checked="" type="checkbox"/> \$600,000.00 <input type="checkbox"/>
Hospitals and Other Institutional Health Care Providers:	<input type="checkbox"/> Primary <input type="checkbox"/> Excess	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

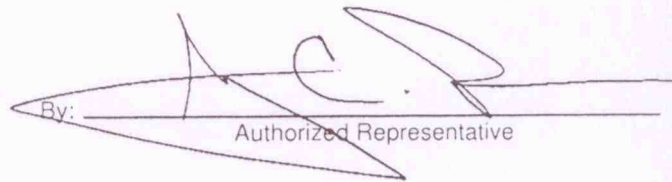
For information purposes only.

CERTIFICATE HOLDER

GUMARO GARZA, M.D.
 2210 NORMA LANE
 EDINBURG, TX 78539

04/12/2012

Date


 By: _____
 Authorized Representative

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

CONTRACT FOR SERVICES
C-09-461a-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 **Gumaro 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 Infirmary 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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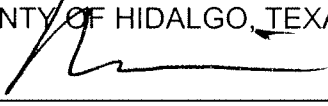
If to Physician:	Gumaro Garza, M.D. 502 S. Closner Blvd. Edinburg, Texas 78539
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time as it is deposited in the United States mail.

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.

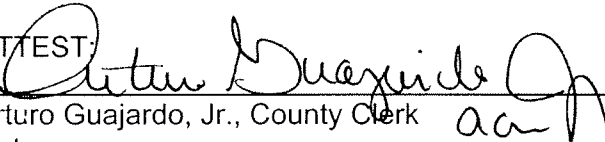
COUNTY OF HIDALGO, TEXAS

By: 

Rene A. Ramirez, County Judge

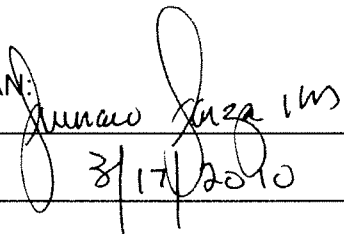
Date: _____

ATTEST:


Arturo Guajardo, Jr., County Clerk

Date: _____

PHYSICIAN:

By: 

, M.D.

Date: 3/17/2010

Approved by Commissioners' Court on _____
Approved as to form:

Atlas & Hall, L.L.P.

By: 

Date: 3-5-10

**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/Package 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 **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 of 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

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<p>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.</p>	30	_____

Comments/Rationale For Points: _____

<p>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.</p>	20	_____
---	-----------	-------

Comments/Rationale For Points: _____

<p>3. Experience The Physician(s) meets the five (5) year practice required.</p>	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: Gumaro Garza, M.D.

Via Fax: (956) 292-0114
Phone #:956-648-2319
Email: grz4556@aol.com

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

(BTM)

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 \$ 3,600.00.

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: *Gumaro Garza M.D.*

Title: _____

Printed Name: Gumaro Garza

**EXHIBIT “C”
INSURANCE
REQUIREMENTS**

TEXAS MEDICAL LIABILITY INSURANCE UNDERWRITING ASSOCIATION
505 EAST HUNTLAND DR, SUITE 160
AUSTIN, TEXAS
PHONE: 512-452-4370

CERTIFICATE OF INSURANCE

This is to certify that: **GUMARO GARZA, M.D.**
502 SOUTH CLOSNER BLVD
EDINBURG, TX 78539

is insured by Texas Medical Liability Insurance Underwriting Association for the types of insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policy herinafter described. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy listed below.

Policy Number	Policy Period	Locations to which Certificate Applies	
TX113392	From: 04/10/2009 To: 04/10/2010	State of Texas	
Policy Form	Retroactive Date	Limits of Liability	
	(If applicable)		
<input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made		<input checked="" type="checkbox"/> Each Occurrence <input type="checkbox"/> Each Claim	<input checked="" type="checkbox"/> Aggregate <input type="checkbox"/> All Claims
Physicians and Other Non-Institutional Health Care Providers:	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Excess	<input checked="" type="checkbox"/> \$200,000.00 <input type="checkbox"/>	<input checked="" type="checkbox"/> \$600,000.00 <input type="checkbox"/>
Hospitals and Other Institutional Health Care Providers:	<input type="checkbox"/> Primary <input type="checkbox"/> Excess	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

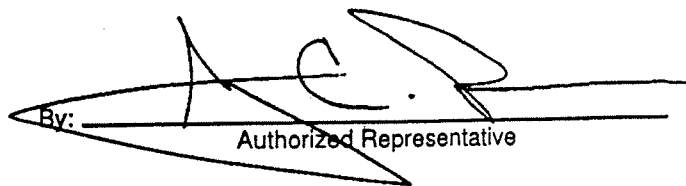
Cancellation: Should the above described policy be cancelled before the expiration date thereof, the Company will endeavor to mail written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its Agents or Representatives.

CERTIFICATE HOLDER

GUMARO GARZA, M.D.
502 SOUTH CLOSNER BLVD
EDINBURG, TX 78539

03/24/2009

Date

By: 
 Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

OP ID JS
GUMAR-1DATE (MM/DD/YYYY)
03/04/10

PRODUCER Shepard Walton King Ins. Group 801 N. Main P. O. Box 1630 McAllen TX 78505-1630 Phone: 956-682-2841 Fax: 956-630-4015	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 Gumaro Garza 502 S Clossner Edinburg TX 78539	INSURER A:	HARTFORD INSURANCE CO. 29424
	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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X			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	65SBMRO5908	03/04/10	03/04/11	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000
				AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
				EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				OTHER				

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

Hidalgo County is listed as additional insured but only in respects to liability arising by work performed by Dr. Gumaro Garza

CERTIFICATE HOLDER

HIDALSH

Hidalgo County
 2812 S. Business 281
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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



INSURANCE BINDER

DATE (MM/DD/YYYY)
03/04/2010

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Shepard Walton King Ins. Group 801 N. Main P. O. Box 1630 McAllen, TX 78505-1630 SHEPARD WALTON KING INS. GROUP		COMPANY HARTFORD INSURANCE CO.	BINDER # 6871
PHONE (A/C, No, Ext): 956-682-2841	FAX (A/C, No): 956-630-4015	DATE EFFECTIVE TIME 03/04/10	EXPIRATION DATE TIME 04/03/10 12:01 AM NOON
CODE: 65810663	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #65SBMRO5908	
AGENCY CUSTOMER ID: GUMAR-1	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Medical Office		
INSURED Gumaro Garza 502 S Closner Edinburg TX 78539			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$ 1,000,000
		MED EXP (Any one person)		\$ 10,000
		PERSONAL & ADV INJURY		\$ 1,000,000
		GENERAL AGGREGATE		\$ 2,000,000
		PRODUCTS - COMP/OP AGG		\$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		\$
		STATED AMOUNT		\$
		OTHER		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS		<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
HIDALJA Hidalgo County Jail Atten: Purchasing Dept 2812 S Highway 281 Edinburg TX 78539		<input type="checkbox"/> LOSS PAYEE	
		LOAN #	
		AUTHORIZED REPRESENTATIVE	<i>Paul Calvey, III</i>



CERTIFICATE OF LIABILITY INSURANCE

OP ID KL
GARZG06

DATE (MM/DD/YYYY)

02/26/10

PRODUCER
 Shepard Walton King Ins. Group
 801 N. Main
 P. O. Box 1630
 McAllen TX 78505-1630
 Phone: 956-682-2841 Fax: 956-630-4015

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

 Dr. Gumaro Garza
 2210 Norma Lane
 Edinburg TX 78539

INSURER A: HOME STATE COUNTY MUTUAL INS.
 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.

INSURANCE TYPE	TYPICAL TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY	Y7381661	11/03/09	05/03/10	EACH OCCURRENCE \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COMP/OP AGO \$
AUTOMOBILE LIABILITY	ANY AUTO <input type="checkbox"/>	Y7381661	11/03/09	05/03/10	COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS <input type="checkbox"/>				BODILY INJURY (Per person) \$ \$250,028
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$ \$500,028
	HIRED AUTOS <input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$ \$100,028
NON-OWNED AUTOS <input type="checkbox"/>					
GARAGE LIABILITY	ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS / UMBRELLA LIABILITY	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				EACH OCCURRENCE \$
					AGGREGATE \$
	DEDUCTIBLE \$				\$
	RETENTION \$				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>	Y/N			WC STATUTORY LIMITS DTR-ER
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER					

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

CERTIFICATE HOLDER

CANCELLATION

HIDCOED

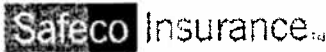
 Hidalgo County
 Purchasing Department
 2812 So. Bus Hwy 281
 Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

Chris Gordon

POLICY NUMBER: Y7381661



Member of Liberty Mutual Group

HOME STATE COUNTY MUTUAL INSURANCE COMPANY
SAFECO GENERAL AGENCY, INC.
HOME OFFICE: SAFECO PLAZA, SEATTLE, WA 98185-0001
AUTOMOBILE POLICY DECLARATIONS

NAMED INSURED AND MAILING ADDRESS:
GUMARO GARZA
2210 NORMA LN
EDINBURG TX 78539-6911

RENEWAL

POLICY PERIOD FROM: NOV. 3 2009
TO: MAY 3 2010

at 12:01 A.M. standard time at
the address of the named
insured as stated herein.

AGENT TELEPHONE: (956) 682-2841

AGENT:
SHEPARD WALTON KING INS GROUP
PO BOX 1630
MCALLEN TX 78501-1630

The Auto(s) or Trailer(s) described in this policy is principally garaged
at the above address unless otherwise stated.

RATED DRIVERS GUMARO GARZA

2006 LINCOLN TOWN CAR DESIGNER 4 DOOR SEDAN ID# 1LNHM83V66Y647389
LOSS PAYEE FORD MOTOR CREDIT
P. O. BOX 542000 OMAHA NE 68154-8000

Insurance is afforded only for the coverages for which limits of liability or
premium charges are indicated. Coverage is provided where a premium and a limit
of liability are shown for the coverage.

COVERAGES	2006 LINC LIMITS	PREMIUMS
A - LIABILITY COVERAGE:		
BODILY INJURY	\$250,028 Each Person	\$ 265.30
	\$500,028 Each Accident	
PROPERTY DAMAGE	\$100,028 Each Accident	102.60
B2 - PERSONAL INJURY PROTECTION	\$5,028 Each Person	36.60
C - UNINSURED/UNDERINSURED MOTORISTS:		
BODILY INJURY LIABILITY	\$250,028 Each Person	66.80
	\$500,028 Each Accident	
PROPERTY DAMAGE LIABILITY	\$100,028 Each Accident Less \$250 Deductible	18.50
D - COVERAGE FOR DAMAGE TO YOUR AUTO:		
OTHER THAN COLLISION	Actual Cash Value Unls Otherwise Stated Less \$472 Deductible	206.10
COLLISION	Actual Cash Value Unls Otherwise Stated Less \$472 Deductible	179.00
ADDITIONAL COVERAGES:		
RENTAL REIMBURSEMENT	\$35 Per Day/\$1050 Max	17.00
THEFT PREVENTION AUTHORITY FEE (SEE ENCLOSED EXPLANATION)		.50
AUTO LOAN/LEASE		11.50
ROADSIDE ASSISTANCE PACKAGE		3.10
MEXICO COVERAGE - LIMITED ENDORSEMENT		INCLUDED

-CONTINUED-

4574



EXHIBIT "D"

2057128

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.

Gumaro Garza MD

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

(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.

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?

Yes No

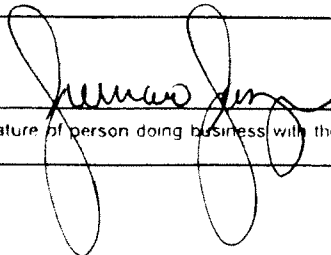
B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes 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?

Yes No

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

4 
Signature of person doing business with the governmental entity

12/01/09
Date

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

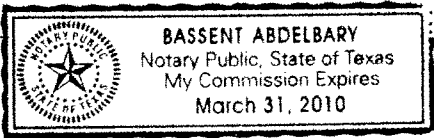
Affiant, Guamaro Garza MD, being first duly sworn, deposes that:

- (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: Guamaro Garza, MD

Subscribed and sworn to before me this 3rd day of Dec., 2009.

Bassent Abdelbary



Notary Public
My commission expires: March 31, 2010, ~~2009~~

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2009 02057128

Instrument Number: 2009-2057128

Recorded On: December 08, 2009

As
Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	16.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-2057128
Receipt Number: 1085942
Recorded Date/Time: December 08, 2009 08:49A

Record and Return To:

GUMARO GARZA MD
502 SOUTH CLOSNER
EDINBURG TX 78539

User / Station: M Cantu - Cash Station 01

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX



HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

Have you been Certified as a HUB or an MBE/WBE source?: Yes No
If yes, by whom?: Texas Building & Procurement Commission Other _____

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

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ 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: _____

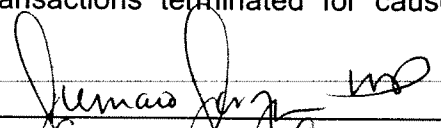
HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: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

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: _____

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Eumario Garza
Title: MD
Telephone Number: (956) 648-2319
Date: 12/3/09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.