

THE STATE OF TEXAS  
COUNTY OF HIDALGO

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§

**CONTRACT FOR SERVICES**  
**C-14-009-04-22**

THIS AGREEMENT is made as of the 22<sup>nd</sup> day of, April, 2014 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and Dr. Marin Garza, M.D. (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

WITNESSETH:

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 specified in the Request for Qualifications (RFQ) and Response to Request for Qualifications attached as Exhibit "A" and Exhibit "B" respectively and incorporated herein. In the event of any discrepancy or inconsistency, the Request for Qualifications shall control. 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 (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, Physician will conduct and/or oversee 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 on 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) 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; Physician shall refer inmates 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 be 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;
    - 1. 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;
    - 2. Physician 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;
    - 3. 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. Contractor 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 Contractor shall

immediately notify the Hidalgo County Sheriff of such suspension or revocation.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must include an itemized list of services rendered to the Jail 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 according to the negotiated monthly amount as evidenced in Exhibit "B1" entitled Negotiated Monthly Amount for the services provided to the Jail hereunder.

4. Contractor must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Contractor 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 not limited to benefits associated with Hidalgo County's Civil Service Program. Contractor 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 Contractor agree that either party may terminate this contract at any time for any reason or no reason at all by providing ninety (90) days written notice. Contractor agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Contractor 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. Contractor agrees to provide professional liability insurance covering his activities in providing the services to 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 according to Exhibit "C" entitled Insurance Requirements, and shall furnish County a certificate

issued by the insurer that such insurance is in full force and effect.

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

8. Contractor 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 **May 02, 2014** and end on **May 01, 2016** with the option to renew for two (2) one (1) year options reserved solely with the County.

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<br>Attention: County Judge<br>302 West University Drive<br>Edinburg, Texas 78539 |
|---------------|---|

|                   |  |
|-------------------|--|
| If to Contractor: | Dr. Marin Garza<br>P. O. Box 180<br>Linn, TX 78563 |
|-------------------|--|

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. Contractor shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Contractor under this Contract. Said indemnity

shall cover any act or failure to act by the Contractor, its agents or employees.

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

**WITNESS** our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

COUNTY OF HIDALGO, TEXAS

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**PHYSICIAN:**

By: \_\_\_\_\_  
Dr. Marin Garza

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

Approved as to form:

Office of Criminal District Attorney  
Rene Guerra

By: \_\_\_\_\_  
Michael L. Garza, Assistant District Attorney

**EXHIBIT “A”  
RFQ  
REQUIREMENTS**

**EXHIBIT "A"**

**REQUIREMENTS**

**HIDALGO COUNTY**

**REQUEST FOR QUALIFICATIONS**

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

**RFQ No. 2014-009-03-26-YZV**

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 for the provision of "Physician(s) Services for the Adult Detention Facility (Jail)". Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, March 26, 2014. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:  
RFQ Number: 2014-009-03-26

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

The following outlines the Request For Qualifications:

### **SECTION I -GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, 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 [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) **BY NO LATER THAN** Wednesday, March 19, 2014 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 21, 2014. **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. Closner, 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 must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) 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:** 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 (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or 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 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 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 REQUIREMENTS

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

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

### **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;
- 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 four (4) hours per 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 Infirmiry 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.

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

#### **SELECTION PROCEDURES:**

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

**PROPOSAL RANKING:** Departmental Committees will evaluate and rank the written RFQ. After the RFQ 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.

#### **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.**

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. RFQ submittal evaluation will be based on the criteria outlined in Exhibit "B".

**EXHIBIT “B”  
RFQ  
RESPONSE**

**TEXAS MEDICAL BOARD**

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER  
E6782

MARIN GARZA MD  
PO BOX 1108  
EDINBURG TX 78540-1108

EXPIRATION DATE  
11/30/2014

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE  
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

TEXAS MEDICAL BOARD

IDENTIFICATION CARD

LICENSE/PERMIT NUMBER  
E6782

EXPIRATION DATE  
11/30/2014

MARIN GARZA MD  
PO BOX 1108  
EDINBURG TX 78540-1108  
PHYSICIAN FULL PERMIT



**Controlled Substances Registration**

Current date/time: 3/26/2014 2:17:56 PM

[New Search](#)

[Disclaimer](#)

[Back to Search Results](#)

This registrant information was last updated at 3/25/2014 11:16:53 PM

**Detailed View - GARZA, MARIN MD**

**DPS Number:** T0144290

**Address:** HIDALGO COUNTY ADULT DETENTION CTR 701 EL CIBOLO ROAD  
EDINBURG, TX 78539

**Business Activity:** PRACTITIONER

**Brd. Lic. #:** E6782

**Schedule:** 2 2N 3 3N 4 5

**Exp. Date:** 03-31-2015

**Original App Entered:** 01-10-2006

**Last App Recd Date:** 01-30-2013

GARZA, MARIN MD  
1901 SOUTH 24TH AVE.  
EDINBURG, TX 78539-0000-000



|  |                           |            |
|--|---------------------------|------------|
| DEA REGISTRATION NUMBER  | THIS REGISTRATION EXPIRES | FEE PAID   |
| AG6980545  | 09-30-2016                | FEE EXEMPT |
| SCHEDULES  | BUSINESS ACTIVITY         | ISSUE DATE |
| 2N,<br>3,3N,4,5,   | PRACTITIONER              | 08-13-2013 |
| GARZA, MARIN MD<br>LIMITED TO OFFICIAL GOVERNMENT DUTIES ON<br>TROPICAL TEXAS BEHAVIORAL HEALTH<br>1901 SOUTH 24TH AVE.<br>EDINBURG, TX 78539-0000 |                           |            |

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

Restricted to Government personnel for official duties only.

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

|  |                           |            |
|--|---------------------------|------------|
| DEA REGISTRATION NUMBER  | THIS REGISTRATION EXPIRES | FEE PAID   |
| AG6980545  | 09-30-2016                | FEE EXEMPT |
| SCHEDULES  | BUSINESS ACTIVITY         | ISSUE DATE |
| 2N,<br>3,3N,4,5,   | PRACTITIONER              | 08-13-2013 |
| GARZA, MARIN MD<br>LIMITED TO OFFICIAL GOVERNMENT DUTIES ON<br>TROPICAL TEXAS BEHAVIORAL HEALTH<br>1901 SOUTH 24TH AVE.<br>EDINBURG, TX 78539-0000 |                           |            |

Restricted to Government personnel for official duties only.

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

# TEXAS CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE

TEXAS DEPARTMENT OF PUBLIC SAFETY  
REGULATORY SERVICES DIVISION, LICENSING AND REGISTRATION SERVICE  
CONTROLLED SUBSTANCES REGISTRATION, PO BOX 4087, AUSTIN, TEXAS 78773

|                         |                    |                   |              |             |            |
|-------------------------|--------------------|-------------------|--------------|-------------|------------|
| DPS REGISTRATION NUMBER | A0027746           | DATE EXPIRED      | 03/31/2014   | FEE PAID    | EXEMPT     |
| SCHEDULES               | 2, 2N, 3, 3N, 4, 5 | BUSINESS ACTIVITY | PRACTITIONER | DATE ISSUED | 02/12/2013 |

REGISTERED NAME AND ADDRESS

MARIN GARZA, MD  
TROPICAL TEXAS BEHAVIORAL HLTH  
1901 SOUTH 24TH AVENUE  
EDINBURG, TX 78539

MAR-79 (6-10) CERTIFICATE MUST BE READILY RETRIEVABLE AT ALL TIMES

The Texas Controlled Substances Act Chapter 481 of the Health and Safety Code, provides that the Texas Department of Public Safety may deny a controlled substances registration or that a controlled substances registration may be suspended or revoked.



THIS REGISTRATION IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND NOT VALID AFTER THE EXPIRATION DATE.

TEXAS DEPARTMENT OF PUBLIC SAFETY

DPS REGISTRATION NUMBER      DATE EXPIRED  
A0027746      03/31/2014

SCHEDULES

2, 2N, 3, 3N, 4, 5

REGISTERED NAME AND ADDRESS

MARIN GARZA, MD  
TROPICAL TEXAS BEHAVIORAL HLTH  
1901 SOUTH 24TH AVENUE  
EDINBURG, TX 78539

PROPOSER'S AFFIDAVIT  
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

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 any 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 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: *Marin Garza MD*

Subscribed and sworn to before me this 27 day of March, 2014.

*Cynthia Moreno Fuerte*

Notary Public

My commission expires: April 12, 2016



**EXHIBIT “B1”  
NEGOTIATED  
MONTHLY  
AMOUNT**



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

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

To: Dr. Marin Garza

From: Yolanda Velasquez, Buyer III *YV*  
For: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Dept.

Date: April 15, 2014

Re: Negotiation for -"Hidalgo County-Sheriff's Office – "Professional Physician Services for Inmates"  
(RFQ 2014-009-03-26-YZV)

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday morning (April 15, 2014), please be advised that you have been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project.

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

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Wednesday, April 16, 2014.

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

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) or fax to (956)292-7612.

Signed: *Marin Garza*

Title: *MD*

Printed Name: Marin Garza MD

**EXHIBIT “C”  
INSURANCE  
REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09-20-2013

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><br>USAA INSURANCE AGENCY INC/PHS<br>812846 P: (888) 242-1430 F: (888) 443-6112<br>PO BOX 33015<br>SAN ANTONIO TX 78265 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (888) 242-1430 FAX (A/C, No): (888) 443-6112<br>E-MAIL ADDRESS:   |
|  | <b>INSURER(S) AFFORDING COVERAGE</b> NAIC #<br>INSURER A: Hartford Lloyd's Ins Co<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

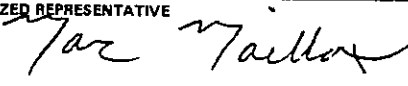
### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 SUBR INSR                      | WVD                      | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-------------------------------------|--------------------------|---------------|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>General Liab</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 65 SBM IL0341 | 10/04/2013              | 10/04/2014              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  | <input type="checkbox"/>            | <input type="checkbox"/> |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  | <input type="checkbox"/>            | <input type="checkbox"/> |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <input type="checkbox"/>            | <input type="checkbox"/> |               |                         |                         | WC STATU-TORY LIMITS   OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>Hidalgo County<br>PO BOX 1228<br>EDINBURG, TX 78540 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|





707-226-0100

COVERAGE SUMMARY

|  |                    |                                     |    |                                      |
|--|--------------------|-------------------------------------|----|--------------------------------------|
| Policy Number<br><b>0918354</b>  | Policy Period from | Effective Date<br><b>01/01/2014</b> | to | Expiration Date<br><b>01/01/2015</b> |
| (12:01 A.M. Standard Time at the Principal Address of the First Named Insured) |                    |                                     |    |                                      |

First Named Insured  
**Marin Garza MD**

|  |   |
|--|---|
| Principal Address<br><b>1901 South 24th Ave<br/>Edinburg, TX 78539</b> | Mailing Address<br><b>P.O. Box 180<br/>Linn, TX 78563</b> |
|--|---|

| First Named Insured's Coverage                      | LIMITS OF LIABILITY |                    |
|---|---------------------|--------------------|
|   | Claim Limit         | Aggregate Limit    |
| Coverage A-Individual Professional Liability        | <b>\$500,000</b>    | <b>\$1,500,000</b> |
| Coverage B-Entity Professional Liability (optional) | ---                 | ---                |
| Policy Aggregate (if any)                           | ---                 | ---                |

Specialty **FGP01 Family General Practice No Surgery**  
 Retroactive Date **01/01/2006** Rating Territory **Texas Area D**

**Rating and Coverage information for any other Protected Party is shown in the Endorsements.**

Coverage under your policy is subject to the terms and conditions of the Endorsements listed below:

|                       |   |                      |   |
|-----------------------|---|----------------------|---|
| <b>MPL100 11/04</b>   | <b>Business Associate Agreement (HIPAA)</b> | <b>MPL219C 11/13</b> | <b>MediGuard Coverage</b>                       |
| <b>MPL101TX 07/12</b> | <b>Texas Changes</b>                        | <b>MPL240 01/09</b>  | <b>IRB-Approved Clinical Trials</b>             |
| <b>MPL102TX 07/12</b> | <b>Texas Important Notice</b>               | <b>MPL262 11/04</b>  | <b>Lower Limits of Liability for Prior Acts</b> |
| <b>MPL203 11/04</b>   | <b>Exclusion of Outside Practices</b>       | <b>MPL270 01/12</b>  | <b>Cyber</b>                                    |

This Policy has been issued through the Physicians Purchasing Group of America (PPGA) and may not be subject to all of the insurance laws and regulations of your state

*Handwritten notes:*  
 713-952-9991  
 Accord



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

INSURER: HARTFORD LLOYDS INSURANCE COMPANY  
785 GREENS PARKWAY, SUITE 200, HOUSTON, TX 77067  
COMPANY CODE: B

Policy Number: 65 SBM IL0341 DX



SPECTRUM POLICY DECLARATIONS

ORIGINAL

04032  
\*3100265IL03410114

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

PO BOX 180  
LINN TX 78563  
USAA #: 112717850

Policy Period: From 10/04/13 To 10/04/14 1 YEAR  
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: USAA INSURANCE AGENCY INC/PHS  
Code: 812846

Previous Policy Number: 65 SBM IL0341

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

*Susan S. Castaneda*

Authorized Representative

07/23/13  
Date

**SPECTRUM POLICY DECLARATIONS (Continued)**

POLICY NUMBER: 65 SBM IL0341

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001                      Building: 001

34634 BLACKBUCK DR  
EDINBURG                      TX 78541

Description of Business:  
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: NO COVERAGE

**BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE**

**BUILDING**

NO COVERAGE

**BUSINESS PERSONAL PROPERTY**

REPLACEMENT COST

NO COVERAGE

**PERSONAL PROPERTY OF OTHERS**

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES  
OUTSIDE THE PREMISES

NO COVERAGE  
NO COVERAGE

**SPECTRUM POLICY DECLARATIONS (Continued)**  
 POLICY NUMBER: 65 SBM IL0341

| BUSINESS LIABILITY  | LIMITS OF INSURANCE |
|---|---------------------|
| LIABILITY AND MEDICAL EXPENSES                            | \$2,000,000         |
| MEDICAL EXPENSES - ANY ONE PERSON                         | \$ 10,000           |
| PERSONAL AND ADVERTISING INJURY                           | \$2,000,000         |
| DAMAGES TO PREMISES RENTED TO YOU<br>ANY ONE PREMISES     | \$ 300,000          |
| AGGREGATE LIMITS  |                     |
| PRODUCTS-COMPLETED OPERATIONS                             | \$4,000,000         |
| GENERAL AGGREGATE   | \$4,000,000         |
| EMPLOYMENT PRACTICES LIABILITY<br>COVERAGE: FORM SS 09 01 |                     |
| EACH CLAIM LIMIT  | \$ 5,000            |
| DEDUCTIBLE - EACH CLAIM LIMIT<br>NOT APPLICABLE           |                     |
| AGGREGATE LIMIT   | \$ 5,000            |
| RETROACTIVE DATE: 10042007                                |                     |

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".

\*3100265IL03410114 04033

