

EXHIBIT "A"

REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

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

RFQ No. [2014-000-00-00-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, Month 00, 2014. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:
RFQ Number: [2014-000-00-00-YZV](#)

The Submittal Envelope/Package 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 BY NO LATER THAN Wednesday, Month 00, 2014 at 5:00 p.m. Responses will be sent to all applicants by Friday, Month 00, 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 or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS**

THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

PROPOSER'S AFFIDAVIT: Respondents to this RFQ 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 standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- b. Conducting physical examinations of the Clients as required by the Department;
- c. Conducting other evaluations and tests on each Client as required by the Department;
- d. 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;
- e. 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;
- f. 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.
- g. 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;
- h. 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;
- i. 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;
- j. 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;

- k. 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;
- l. 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;
- m. 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;
- n. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the county, for adequate coverage during any absence by Physician. The County, through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements.
- o. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this RFP. Physician may have a qualified substitute physician render services herein requested. The substitute physician must meet the qualifications-requirements as set forth in this RFP.
- p. Physician must submit the name of the qualified physician to the county and make all necessary arrangements for the performance of services should Physician not be available for a period exceeding forty-eight (48) hours.

FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN, MAY RESULT IN TERMINATION, WITHOUT PENALTY, OF ANY CONTRACT ENTERED INTO PURSUANT TO THIS RFP.

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
SELECTION CRITERIA

REQUEST FOR QUALIFICATIONS

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

RFQ NO: [2014-000-00-00-YZV](#)

EVALUATION CRITERIA/RFQ 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: 2014-000-00-00-YZV

EVALUATION FORM

Selection Criteria

Points

Score

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

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

30

Comments/Rationale For Points: _____

2. Understanding the Services/Methodology

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

20

Comments/Rationale For Points: _____

3. Experience

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

20

Comments/Rationale For Points: _____

4. Ability to Commit to all Services Required

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

30

Comments/Rationale For Points: _____

**Total
Score**

Provider: _____ Date: _____

Evaluator Name: _____ Department: _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

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CONTRACT FOR SERVICES
C-14-000-00-00

THIS AGREEMENT is made as of the ____ day of, _____, 20__ by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and _____, **M.D.** (hereinafter "Physician") 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 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) or (c) 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 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 JailStandards 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 in the best interest of the patient as is deemed by the Physician;
- (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. 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 or such suspension or revocation.

3. As consideration for the above and foregoing, County 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 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. Contractor shall be compensated in the amount of \$_____ and No/100ths Dollars (\$) per month 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 no 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. 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 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. 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 **MONTH 00, 2014** and end on **MONTH 00, 2016** 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
 302 West University Drive
 Edinburg, Texas 78539

If to Contractor: _____

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 Unites States mail.

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

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

Date:

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date:

PHYSICIAN:

By

Date:

Approved by Commissioners' Court on _____

Approved as to form:

By: _____
Atlas & Hall, LLP

Date:

**EXHIBIT “A”
RFP/Q
REQUIREMENTS**

DRAFT

**EXHIBIT “B”
RFP/Q
RESPONSE**

**EXHIBIT “B1”
NEGOTIATED
MONTHLY
AMOUNT**



**EXHIBIT “C”
INSURANCE
REQUIREMENTS**