

RFQ No: 2016-008-00-00	Buyer III: Yolanda Z. Velasquez	Tel. No: (956) 318-2626
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REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

“Chief Physician(s) Services”

Juvenile Justice Facility-Edinburg, TX
Juvenile Boot Camp Facility-Weslaco, TX

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for “**Chief Physician(s) Services**”, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **Request For Qualifications 2016-008-00-00-YZV “Chief Physician(s) Services”** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, MONTH 00, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ No.: 2016-008-00-00-YZV -“Chief Physicians(s) Services”.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Wednesday, Month 00, 2016 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, Month 00, 2016. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this statement of qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all statement of qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications for approval. Receipt of any statement of qualifications shall under no circumstances obligate County to accept the lowest dollar statement of qualifications. The award of this contract shall be made to the responsible offeror whose statement of qualifications is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a statement of qualifications or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.

~~authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~. Together with the signing of a contract or issuance of a purchase order following the acceptance of a statement of qualifications, and prior to commencement of the actual work, the participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- ~~. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or statement of qualifications therefore pending before any department or agency of the County.~~

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, Consulting Services 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, Consulting Services or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, Consulting Services, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

19. If, during the life of any contract or statement of qualifications awarded, the successful participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Statement of qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Participants: A prospective participant must affirmatively demonstrate participant's responsibility. A prospective participant, by submitting a statement of qualifications, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the statement of qualifications;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
22. Successful participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or

damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from statement of qualifications award. Successful participant indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful participant.

26. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Participants shall provide with the statement of qualifications response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Participants must provide **all** documentation requested with this Statement of qualifications in their response. Failure to provide this information may result in rejection of the statement of qualifications as non-conforming.

Request For Qualifications
for
“Chief Physician Services”
RFQ No: 2016-008-00-00-YZV

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

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

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

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

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

**Chief Physician(s) Services for the
Judge Mario E. Ramirez, Jr. Juvenile Justice Center**

**JUVENILE JUSTICE FACILITY-EDINBURG, TX
JUVENILE BOOT CAMP FACILITY – WESLACO, TX**

[RFQ No: 2016-008-00-00](#)

Hidalgo County is inviting statements of qualifications from qualified Licensed Physicians to provide and engage two (2) separate contracted state registered licensed (Texas) physicians with Hidalgo County Judge Mario E. Ramirez, Jr. facilities identified as:

- 1) Juvenile Justice Facility, 1001 N. Doolittle Rd., Edinburg, Texas
- 2) Juvenile Boot Camp Facility, 1711 N. Bridge, Weslaco, Texas

The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **‘Chief Physician Services for the Judge Mario E. Ramirez Jr. Facilities’** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, Month 00, 2016. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ No: 2016-008-00-00-YZV

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Closner Blvd
Edinburg, Texas 78539

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

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, Month 00, 2016, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, Month 00, 2016. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

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 or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or

business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess cost 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 the submitter's ability to comply with. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

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- ASIGNMENTS:

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

TERM OF CONTRACT:

The term of the agreement will be for an initial period of two (2) years with the County's option to renew for an additional two (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.

DAVIS BACON ACT:

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

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

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

CONTENTS:

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

UNDERSTANDING OF THE PROJECT:

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

PROJECT OVERVIEW:

The County of Hidalgo must provide a health service authority responsible for health care decisions within the facilities in accordance with the [Texas Juvenile Justice Department](#) (see Title 37, Texas Administrative Code, Section 343.10). The County of Hidalgo is seeking to contract these services with competent well-qualified physician(s). The physician(s) will organize and oversee the continuum of health care services and shall coordinate detainee's access to health services. The successful candidate must comply with the [Texas Juvenile Justice Department](#) provisions found in Title 37 of the Texas Administrative Code(TAC) Chapter 343.10, "Health Care Services" available at: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=37&pt=11&ch=343&rl=10](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=37&pt=11&ch=343&rl=10)

PHYSICIAN QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician to provide Chief Physician Services for the Juvenile Justice Center. This section contains the minimum requirements to qualify as a competent physician to serve as the Chief Physician for the Juvenile Justice Center, 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;
- § 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 45 CFR 76, Note that revocation or suspension of the physician's medical license will be cause for immediate termination of the contract;
- § Must be or become a member of the Hidalgo County Medical Society;
- § Generally, the physician shall be on call 24 hours a day, 7 days a week, except when accepted coverage is provided. The is physician is responsible to have another qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified physician that will provide the services requested within 24 hours of such absence.
- § The physician must provide a minimum of two (2) consecutive sick call hours twice a week at the Juvenile Justice Center.

PERSONNEL AND STAFFING:

The Physician should provide an organizational chart for the provision of services and a summary paragraph of the work to be performed by each proposed staff member. Biographic summaries for all proposed personnel shall be provided that highlight the experience relevant to the specific responsibilities. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATION AND SUBMITTAL:

This section will contain any licenses, registrations, certifications as required by Hidalgo County, the State of Texas, etc. including but not limited to those listed below.

- § Must be certified (or eligible for certification) by the Board or Certification of Emergency Medicine or have a minimum of five (5) years experience in the Family Practice and Emergency Medicine;
- § Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration;
- § Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- § 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 his/her Professional Liability Insurance (malpractice insurance) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit AC@ contained herein.

SCOPE OF SERVICES:

The Physician Services contract will encompass all project-related medical services to the Juvenile Justice Center of 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 Juvenile Justice Center will take place;
- b. Providing standing delegation orders to nurse practitioners and nurses;
- c. Supervising medical procedures;
- d. Conducting physical examinations of detainees as required by the Juvenile Justice Center;
- e. Conducting other evaluations and tests (i.e. laboratory work) on each detainee as required by the Juvenile Justice Center;
- f. Interpreting the results of any test conducted under (d) or (e) above and submitting a written report to the Juvenile Justice Center of the results of such tests and examinations, as required by the Juvenile Justice Center including but not limit to, radiology tests (i.e. x-rays for all inmates) performed on Hidalgo County detainees involving and/or subject to tuberculosis;
- g. Together with a nurse, provide at the sole cost and expense of the Juvenile Justice Center, will conduct and oversee sick call for all detainees at the Juvenile Justice Center who require medical services. It shall be the duty of the registered nurse supervisor and/or infirmary administrator to coordinate with the physician and organize additional clinic visits by the physician to follow up on medications, treatments and similar requirements;
- h. Physician shall adopt and implement workplace guidelines concerning detainees with AIDS and HIV infection and shall develop and implement guidelines regarding

- confidentiality of AIDS and HIV-related medical information for employees of physician, clients, detainees, patients, and/or residents served by the physician;
- i. Provides consultation, hands-on treatment and other related medical services to detainees while assessing their health needs and designing treatment plans during regularly scheduled visits to the Juvenile Justice Center facilities;
 - j. Physician shall refer detainees to a hospital or specialty clinic for treatment and care whenever a detainee's health care requirements are beyond the resources available in the detention center;
 - k. Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Juvenile Justice Center or the [Texas Juvenile Justice Department](#).
 - l. Physician shall permit the Department and the [Texas Juvenile Justice Department](#) to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
 - m. 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 Juvenile Justice Center;
 - n. Physician will order prescription medications utilizing the approved formulary drug list provided by the Juvenile [Justice](#) Center, unless such formulary drugs are not in the best interest of the patient as is deemed by the physician;

PHYSICIAN IS NOT TO PROVIDE A FEE SCHEDULE 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 based on the scope of services.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES:

Evaluation Criteria

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, after the 100-point evaluation, Hidalgo County Juvenile Board of Judges may elect to narrow the participating providers and request a presentation.

- (A) The Hidalgo County Juvenile Board of Judges and/or an Evaluation Committee (selected and/or designated by Board of Judge's) will review, score and evaluate the RFQs received in response to this Hidalgo County request for qualifications.
- (B) After the RFQs have been reviewed, scored and evaluated and ranked, the committee will present a grid to the Hidalgo County Juvenile Board of Judge's for review and approval

Negotiation Process:

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Termination of Services:

Any contract awarded to a qualified physician will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Chief Physician for the Juvenile Justice Center.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

**Chief Physician Services for the
Judge Mario E. Ramirez, Jr. Juvenile**

- 1) Juvenile Justice Facility**
- 2) Juvenile Boot Camp Facility**

[RFQ No: 2016-008-00-00-YZV](#)

EVALUATION CRITERIA

RFQ Evaluation Criteria

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

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

The physician should provide information related to his qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate by the Board of Certification of Family Practitioners, 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 must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Physician by the Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the Physician currently has an active family practice, the Physician must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician should include any local issues or concerns that directly affect the physician=s understanding of the project.

3. Experience (20)

The physician meets the five (5) year practice required.

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

The physician 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.

RFQ EVALUATION FORM

	<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max</u>	=	<u>Score</u>
1.	Physician Qualifications/ Certifications/and other Credentials	25-30	(30)	=	()
2.	Understanding of Services/ Methodology	15-20	(20)	=	()
3.	Experience	15-20	(20)	=	()
4.	Ability to Commit to all Services Required	25-30	(30)	=	()
Total		<u>100%</u>	Total Score	=	_____

Provider: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project, and always totals 100%.

- c. Supervising medical procedures.
- d. Conducting physical examinations of the detainees as required by the Juvenile Justice Center.
- e. Conducting other evaluations and tests (i.e. laboratory work) on each detainee as required by the Juvenile Justice Center.
- f. Interpreting the results of any test conducted under (d) or (e) 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, radiology tests (i.e. X-rays for all detainees) performed on Hidalgo County detainees involving and/or subject to tuberculosis;
- g. Oversee at the sole cost and expense of the Juvenile Justice Center, Sick Call for all detainees at the Juvenile Justice Center who require medical services. The Chief Physician will coordinate with the R.N. Supervisor and/or Infirmarium Administrator, the organization of additional clinic visits by a detainee for follow-up medications, treatments and similar requirements.
- h. Chief Physician shall adopt and implement workplace guidelines concerning detainees with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of physician, clients, detainees, patients, and/or residents served.
- i. Provides consultation, hands-on treatment and other related medical services to detainees while assessing their health needs and designing treatment plans during regularly scheduled visits to Sick Call.
- j. Chief Physician shall refer detainees to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the detention center;
- k. Chief Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Department or the Texas Juvenile Justice Department.
- l. Chief Physician shall permit the Department and the Texas Juvenile Justice Department to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
- m. Chief 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 Juvenile Justice Center;

- n. Chief Physician will order prescription medications utilizing the approved formulary drug list provided by the Juvenile Detention Center, unless such drugs are not in the best interest of the patient as is deemed by the Chief Physician;
- o. The Chief Physician agrees to provide and maintain a Texas Controlled Substance Registration Certificate listing the Juvenile Detention Centers' physical address in order to maintain and store/stock medications as needed by the Chief Physician and Juvenile Justice Center's infirmary.

2. Chief Physician's Covenants and Warranties: Chief Physician makes the following representations and warranties to County:

2.1 Licensure. Chief Physician is duly licensed to practice medicine in the State of Texas.

2.2 Suspension of License. Chief Physician has not practiced medicine in any state in which his/her license has ever been suspended or revoked.

2.3 Discipline. Chief Physician has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

2.4 Malpractice Judgment. There has never been entered against Chief Physician in a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of \$10,000.00.

2.5 Settlement. No action based on an allegation of malpractice by Chief Physician has ever been settled by payment to the plaintiff on an aggregate amount in excess of \$10,000.00

2.6 Membership Denial. Chief Physician has never been denied membership or re-appointment of membership on the medical staff to any

hospital, and no hospital medical staff membership or clinical privileges of Chief Physician have ever been suspended, curtailed, or revoked.

- 3. Payment Terms.** As consideration for the above and foregoing, County agrees to pay Chief Physician the sum of \$_____per month. Chief Physician shall be paid one half of the monthly compensation on the 15th and 30th of each month unless such date falls on a weekend or holiday in which case payment will be made on the last working day before the weekend or holiday.
- 4. Independent Contractor.** Chief Physician must comply with all applicable laws and regulations of the State of Texas and Hidalgo County and with all Juvenile Justice Center policies. Notwithstanding the foregoing sentence, Chief Physician, at all times will act as an Independent Contractor providing the services and will not act or hold himself/herself out to third parties as an employee or agent of County in the provision of the services under this Agreement. The County shall not control how the services or the details of the services are provided and/or achieved. Chief Physician represents and maintains that he/she is an independent Contractor and is not an employee of County, the Juvenile Justice Center, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, Juvenile Justice Center and/or any agency of County. County will not withhold income tax or Social Security tax on behalf of the Chief Physician or any of Chief Physician's partners, employees,

subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Chief Physician will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

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

6. **Insurance.**

6.1 Professional Liability Insurance. At all times during the term of this Agreement, Chief Physician will carry professional liability insurance in the amount of \$ 500,000.00 at Chief Physician's expense. Chief Physician will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

6.2 Automobile Insurance. Chief Physician shall also provide proof of automobile liability insurance coverages with the limits of at least \$300,000.00/\$500,000.00 and shall include injury or death of person and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder.

6.3 Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Chief

Physician shall purchase the Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of such coverage shall be immediately furnished to the County on request by the County.

7. Indemnification

7.1 Chief Physician will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Chief Physician's or that of any person providing services hereunder through or for the Chief Physician. Upon written notice from the County, the Chief Physician will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Chief Physician will carry proper insurance with the County as an additional named insured.

7.2 To the extent provided for by law, the County will indemnify and hold the Chief Physician harmless from any and all claims, actions, liability, or expenses (including costs such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

- 8. Non-Assignment.** Chief Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.
- 9. Term.** The term of this Contract shall be for a period of two (2) years and shall commence on _____ and end on _____ with the County's option to renew for two (2) additional one (1) year terms at 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.
- 10. Termination.** County and Chief Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Chief Physician agrees to give County thirty (30) days notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Chief Physician agrees to continue as Chief Physician for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement. County may terminate this Contract with or without cause upon thirty (30) days written notice to Chief Physician.
- 11. Coverage.** Chief Physician will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Chief Physician shall

remain responsible for the services at all times during the term of this Agreement. However, the parties agree that the Chief Physician may have a qualified substitute physician render the services. Chief Physician must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of services should Chief Physician not be available for a period exceeding twenty-four (24) hours. FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY. While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another physician that Chief Physician perform the services on a regular basis. Any abuse of this substitute physician provision by Chief Physician, upon reasonable determination by the County, shall result in the County having sole discretion to terminate this Agreement effective immediately.

12. **Texas Law to Apply.** This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
13. **Notice.** Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (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: Hidalgo County Juvenile Probation Dept
Attention: Israel (Buddy Silva)
P. O. Box 267
Edinburg, Texas 78540

If to Chief Physician: _____

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.

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

Approved by governing Board on this the ____ day of _____, 2016.

Approved as to form:

HIDALGO COUNTY JUVENILE BOARD

By: _____
Atlas & Hall, LLP

Date: _____

By: _____
Honorable Mario E. Ramirez, Jr
332nd District Court
Juvenile Department Overseer

Date: _____

By: _____
Israel "Buddy" Silva, Jr.,
Director/Chief Juvenile Probation Officer

Date: _____

CHIEF PHYSICIAN:

By: _____

Date: _____