

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

March 04, 2016

David Max Castro
4000 Auburn Avenue
McAllen, Texas 78504

via email: dmcutrph82@yahoo.com

Re: Sixty (60) Day Extension to Contract #E-15-122-03-17- (C-13-008-05-14) "Registered Pharmacist Services"

Dear Mr. Castro:

Commissioners' Court will take applicable action on **(Tuesday, March 22, 2016)** in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed. **(Commencing, May 25, 2016, Expiring, July 23, 2016)** or **(upon completion of the procurement process which ever is most advantageous to H.C.)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than Tuesday, March 08, 2016, attn: Yolanda Velasquez, via email yolanda.velasquez@co.hidalgo.tx.us

By: *David M. Castro*

Date: 3/7/16

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 David M. Castro, R.Ph.
 McAllen, TX United States

Certificate Number:
 2016-22385

Date Filed:
 03/07/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County Health Department

Date Acknowledged:
 03/07/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
 E-15-122-03-17
 Consultant Pharmacist Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

2016 - 22385

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

David M. Castro, R.Ph.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Health Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

E-15-122-03-17
Consultant Pharmacist Services

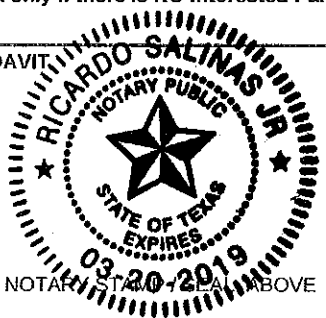
DRAFT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT.

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



David M. Castro
Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL TO THIS PAGE ABOVE

Sworn to and subscribed before me, by the said _____, this the 7th day of March R.S. 20 16, to certify which, witness my hand and seal of office.

Ricardo Salinas Jr.
Signature of officer administering oath

Ricardo Salinas Jr.
Printed name of officer administering oath

Title of officer administering oath



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

E-15-122-03-17

February 26, 2015

David Max Castro
4000 Auburn Avenue
McAllen, Texas 78504

Term: May 25, 2015 thru May 24, 2016

Via E-Mail: dmcutrph82@yahoo.com

Re: Renewal/Extension - **C-13-008-05-14-Registered Pharmacist**

Dear Mr. Castro

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's options to exercise a one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **March 17, 2015** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, **March 03, 2015** via facsimile to (956) 956-292-7612 or email to: yolanda.velasquez@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Signature: David Max Castro
Print: David Max Castro

Date: 3/3/15

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

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

cc: department

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICES
C-13-008-05-14**

THIS AGREEMENT is made on this the 14th day of May, **2013** by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (hereinafter "County") and **David Max Castro** a Texas Licensed Pharmacist, (hereinafter "Contractor") to provide services for the Hidalgo County Health and Human Services Department in the manner hereinafter provided.

WITNESSETH

WHEREAS, County desires to contract with a person to provide services connected with the County Health and Human Services Department pharmacies that are more specifically set forth hereinafter; and

WHEREAAS, Contractor has agreed to provide the services enumerated hereinafter for County's Health and Human Services Department during the period of time provided herein.

NOW, THEREFORE, FOR THE MUTUAL CONSIDERATION EXPRESSED HEREINAFTER, County and Contractor agree and covenant as follows:

1. Contractor agrees to provide the services necessary to perform the position of Pharmacist in Charge for all County Health Clinic Pharmacies ("Clinics") and perform the services that include, but are not limited to, those set forth as follows:
 - a. Provide continuous supervision of registered nurses, licensed vocational nurses, physician assistant technicians and assistants carrying out the pharmacy-related

provisions.

b. Provide documented periodic on-site visits as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy to insure that the Clinics are following set policies and procedures. The documentation provided by Contractor shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy.

c. Provide development of a formulary for the Clinics, in conjunction with the Clinics' pharmacy and therapeutics committee consisting of drugs and/or devices needed to meet the objectives of the Clinics.

d. Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the Clinics.

e. Maintain records of all transactions of the Clinics as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and/or devices.

f. Provide development and periodic review of a policy and procedural manual for the Clinics in conjunction with the clinics pharmacy and therapeutic committee.

g. Meet inspections and other requirements of the Texas Pharmacy Act and related regulations with respect to the Clinics as promulgated by the Texas State Board of Pharmacy.

h. Dispense prescription orders.

i. Conduct in-service training at least annually for supportive personnel

who provide drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drugs contained in the formulary.

2. Contractor agrees to commence providing the services outlined above on May 23, 2013 and continue to provide these services through May 24, 2015 and may be extended at the sole discretion of County for an additional one (1) year, under the same rates, terms and conditions, unless earlier terminated pursuant to the provisions herein.

County reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

3. As consideration for providing the services outlined above, Contractor shall be paid **\$2,500.00 per month**. Such sum shall be paid to Contractor on or before the tenth day following the preceding month (or a portion thereof) that Contractor performed services for the County.

4. Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health and Human Services Department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health and Human Services Department and/or any agency of the County.

5. County and Contractor agree that either party may terminate this Agreement at any time during the Term of this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement at least thirty (30) days in advance of the date of the proposed termination. In such event, this Agreement shall be null and void as of the date of termination and neither party shall have any further rights arising

from the terms of this Agreement.

6. Contractor agrees to provide 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. Section 100.002 et.seq., Texas Civil Practice and Remedies Code with County as a named insured and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

7. Any contract award to a successful proposer 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) written notice prior to cancellation.

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

9. 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 sent personally 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
Attn: Ramon Garcia, County Judge
302 West University Drive
Edinburg, Texas 78539

If to Contractor: David Max Castro
4000 Auburn Avenue

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.

10. Conflict with Applicable Law. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

13. Texas Law to Apply. This Agreement shall be construed 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.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Contract.

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

16. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Contractor in accordance with its terms.

20. Ethical Provision. It is understood that employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the

immediate termination of this Contract.

21. 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 the County under this Agreement, County may terminate this Agreement upon ninety (90) 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 provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Contractor agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are attributable to the acts or omissions of Contractor or the acts or omissions of Contractor's employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of County or the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Contractor represents and warrants to County that all representations and warranties of Contractor as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as contained in County's Request for Qualifications as a material inducement to County to enter into the Contract.

WITNESS THE HANDS OF THE PARTIES on this the _____ day of _____, 2013

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia, COUNTY JUDGE

Approved by Commissioners' Court
on 5-14-13 RO

ATTEST:
Arturo Guajardo Jr
Arturo Guajardo Jr, COUNTY CLERK

CONTRACTOR:

David Max Castro
David Max Castro, Pharmacist

Approved by Commissioners' Court on: _____

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen Crain
Stephen Crain

EXHIBIT "A"
REQUIREMENTS

"REGISTERS PHARMACIST SERVICES"

The County of Hidalgo is seeking to enter into a "Registered Pharmacist Services" contract(s) with a state-registered (Texas) Pharmacist. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "**Hidalgo County Registered Pharmacist Services for Health and Human Services Department**" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, March 13, 2013. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2013-008-03-13-YZV

US Postal Mail Address:

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

Physical Address:

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

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

The following outlines the Request For Proposals:

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, with a **Physical location of:** 2802 So. Business Hwy 281, (**Southeast Corner of Canton & Business Highway 281**) Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, FEBRUARY 27, 2013, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, MARCH 01, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective February 17, 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 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 successful bidder 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 complete 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.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) 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.

NON-COLLUSION:

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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 costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposals (RFP) 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 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.

RFP DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that it is stamped with date and time by the County Purchasing Department staff.

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.

TERM OF CONTRACT:

It is intended that the term of the contract will be for an initial period of 2 years with the County's option to renew for an additional 1 year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

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

DAVIS BACON ACT: (IF APPLICABLE)

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

SECTION II RFQ REQUIREMENTS

Request For Proposal:

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

Contents:

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

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.

PROJECT OVERVIEW:

The County of Hidalgo is seeking to engage a competent licensed pharmacist to provide services for the Hidalgo County Health and Human Services Department. The pharmacist will be in charge for all County Health Clinic pharmacies and perform the services that include, but are not limited to, as stated herein.

OFFEROR'S MINIMUM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent "Registered Pharmacist(s)" licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Participant must have a minimum of 7 to 10 years experience in Public Health Pharmaceutical services;
- Meet inspections and the other requirements of the Texas Pharmacy Act and related regulations promulgated by the Texas State of Pharmacy;
- Dispense prescription orders;
- Conduct in-service training at least annually for supportive personnel who proved drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drug contained in the formulary;
- Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health and Human Services department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health and Human Services Department and/or any agency of the County;

- Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of the County.
- The contractor/participant should provide as much background information as to its' experience in providing services to City, County, State or any other governmental agencies.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing:

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

Required Certifications and Submittal:

This section will contain any licenses and certifications as required by HIDALGO COUNTY and the STATE OF TEXAS. The Registered Pharmacist(s) should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

Hidalgo County is requesting sealed statements of qualifications from experienced Registered Pharmacist(s) to provide all the Pharmacist(s) services required for the "Registered Pharmacist Services" for Hidalgo County Health and Human Services Department. The registered pharmacist(s) services contract will encompass all project-related pharmacist(s) services to the County of Hidalgo including, but not limited to, the following:

- Provide continuous supervision of registered nurses, licensed vocational nurses, physician assistants technicians and assistance carrying out the pharmacy-related provisions;
- Provide documented periodic on-site visits as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy to ensure that the clinic is following set policies and procedures. The documentation provided by the registered pharmacist(s) consultant shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy;
- Provide development of a formulary for the clinics, in conjunction with the clinics' pharmacy and therapeutic committee consisting of drugs and/or devices needed to meet the objectives of the clinic;

- Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the County's Clinic;
- Maintain records of all transactions of the pharmacy as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and /or devices;
- Provide development and periodic review of a policy and procedural manual for the pharmacy in conjunction with the clinics' pharmacy and therapeutic committee.

Hidalgo County proposes to pay the "Registered Pharmacist(s)" monthly by check.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

- A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County request for proposals.
- B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFP.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm 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 registered pharmacists for Hidalgo County Health and Human Services Department.

March 12, 2013

County of Hidalgo
Purchasing Department
Re: Registered Pharmacist Services

Dear Sir or Madam:

Hidalgo County is requiring the services of a Registered Pharmacist to provide Consultant Pharmacy Services for the Hidalgo County Health and Human Services Department. With thirty years of experience as a practicing pharmacist in the institutional (hospital) and community (retail) pharmacy settings and twenty-four years as a consultant, I have the necessary skills required to do this job.

The specific contributions that I can make include but are not limited to:

- **Management Skills:** Train and develop all personnel involved in the pharmacy functions to better manage resources and responsibilities
- **Expertise:** Managed the pharmacy department of a mid-sized institutional (hospital) pharmacy setting for six years. Have been a Class D pharmacy consultant for 24 years.
- **Availability:** Provide direct access to consultant via cell phone, email or text to answer all pharmacy personnel's questions and provide direction in pharmacy related matters during for all clinic sites and nursing staff during operational hours

I have included my resume and information pertaining to current licensure. Thank you for the opportunity to bid for this service need.

Sincerely,



David Max Castro, R.Ph., MBA
Consultant Pharmacist

David Castro
4000 Auburn Ave
McAllen, TX 78504

Qualifications

- Currently licensed to practice pharmacy in the State of Texas
- License is in good standing
- Have over twenty-four years experience as a consultant pharmacist to Class D pharmacies
- Currently providing Consultant Pharmacist services to Class D pharmacies in and around the Rio Grande Valley (see Most Recent Similar Project List)
- Have excellent knowledge and understanding of rules and regulations in the Texas State Pharmacy Act as they pertain to Class D pharmacies
- Possess understanding of costs associated with pharmacy operations, available cost reduction strategies and management of supportive personnel that result in “best practices”

David Castro
4000 Auburn Ave
McAllen, TX 78504

Understanding of the Project

Background

Hidalgo County Health and Human Services Department has established and maintained satellite clinics specifically to care for the well being of its citizens. An inventory of prescription and non-prescription medications are stored at each satellite to be provided to residents pursuant to a physician's order.

These satellite clinics are supported and supplied from the central office located in Edinburg, Texas. The clinics have medical, mid-level practitioners, nurses and supportive personnel that work together to care for the specific medical needs of Hidalgo County residents. In the course of caring for this population it becomes necessary to employ both prescription and nonprescription medications pursuant to a physician's order.

Project Needs

The Hidalgo County Health Department has a current Class D pharmacy license which allows the procurement, packaging and dispensing of the needed medications for each patient pursuant to a physician's order. The Class D pharmacy license, issued by the Texas State Board of Pharmacy, requires that there be a Pharmacist-in-Charge/Consultant Pharmacist to oversee and approve the procurement, packaging and provision of all medications. It further requires that the Pharmacist-in-Charge/Consultant develop policies and procedures to insure that the rules and regulations set forth by the Texas State Board of Pharmacy are being adhered to that the Class D pharmacy be in compliance of all rules and regulations.

This position can be held by an individual who has a current license to practice pharmacy in the State of Texas.

Work Required

The pharmacist, working with all supportive personnel at the Central Office and the satellite clinics will make visits to the Central Office and quarterly visits to each satellite clinic to insure that adopted policy and procedures pertaining to pharmacy are being adhered to. These include but are not limited to:

- Management of Pharmacy Services
 - Procurement of all Medications and Formulary Guidelines
 - Development and maintenance of Policy and Procedures
 - Dispensing of Medications Pursuant Physician's Orders
 - Training and Direction of all supportive personnel
- Accountability
 - Compliance with Federal and State Laws
 - Compliance with State Laws that govern the practice of pharmacy
 - Maintenance of all records and transactions as required
- Financial
 - Support Budget
 - Develop and implement cost savings measures whenever possible
 - Work with medical and administrative staff to bring about the efficient use of County Funds

Issues and Concerns

There are no Issues and Concerns that require mentioning at this time.

David Castro
4000 Auburn Ave
McAllen, TX 78504

Understanding the Services/Methodology

The Hidalgo County Health and Human Services department maintains a current Class D Pharmacy license issued by the Texas State Board of Pharmacy. This type of licensure allows the Class D Pharmacy license holder to contract for pharmacy services with a consultant. There are routine functions that are handled throughout a month's time by said consultant that include but are not limited to:

- Visits to Central Office
- Visits to Satellite Clinics (quarterly)
- Compounding of Medications
- Prepackaging and Labeling of Formulary Medications
- Drug Information
- Telephone Conferences
- In-servicing and training of personnel
- Accountability for all pharmacy functions and transactions
 - Record Keeping
 - Invoices
 - Record of visits
 - Prepackaging logs
 - Documentation
 - Labeling
 - Management of physician orders

Healthcare also brings immediate functions or efforts that require a quicker turnaround time. For these moments it is the responsibility of the consultant pharmacist to work closely with supportive and medical personnel to be available to respond, in a timely fashion, to the immediate demands of the patient load and pharmacy needs.

In my current practice I always work with the Class D pharmacy staff, training them to include me in all details of needed services. They are encouraged to take a proactive approach and provide sufficient lead time so that if immediate services are needed they can be handled efficiently to avoid delays in therapy and provide me with time to oversee, supervise and approve.

There are also times when the pharmacist's expertise is what is needed to discuss policy and budgetary items. Here the Administrative staff is encouraged by the consultant to set times that are mutually convenient for both parties to meet or telephone conferences can also be utilized to discuss the issues.

Site visits, posting of contact numbers (cell/home/work), training and telephone calls to clinics and personnel are methods that I use to keep informed and to keep services running smoothly.

David Castro
4000 Auburn Ave
McAllen, TX 78504

PROPOSERS BEST AND FINAL OFFER



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: David Max Castro,
Consultant Pharmacists

From: Yolanda Velasquez, Buyer III *YV*

Date: April 18, 2013

Re: Negotiation for "Hidalgo County-Registered Pharmacist Services"
(RFP 2013-008-03-13-YZV)

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday morning (April 16, 2013), 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 24, 2013.

Best and final offer of the proposed contract rate of \$ 2,500.00

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

Signed: *David Max Castro*

Title: *Consultant Pharmacist*

Printed Name: David Max Castro

INSURANCE CERTIFICATES

Client # 501509

MEMORANDUM OF INSURANCE Date Issued 01/30/2013

Producer
 Marsh U.S. Consumer
 a service of Seabury & Smith, Inc.
 P.O. Box 14576
 Des Moines, IA 50306-3576
 1-800-503-9230

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Insured
 David M Castro
 4000 Auburn Avenue
 McAllen TX 78504

Company Affording Coverage
 Liberty Insurance Underwriters Inc

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
				Per Incident/ Occurrence	Annual Aggregate
Professional Liability Pharmacist SE Pharmacist	AHY-563307002	01/23/2013	01/23/2014	\$2,000,000	\$4,000,000

PROOF OF INSURANCE

Memorandum Holder:
PROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
 Joan O'Sullivan

Joan O'Sullivan

Marsh U.S. Consumer, a service of Seabury & Smith, Inc. In CA d/b/a Seabury & Smith Insurance Program Management. CA Lic. #0633005

David Castro
 4000 Auburn Ave
 McAllen, TX 78504




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2013

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).

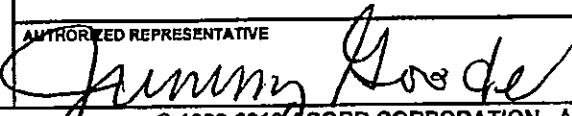
PRODUCER JIMMY GOODE 4800 N 10TH ST STE C MCALLEN, TX 78504 	CONTACT NAME: BELIA OCHOA PHONE (A/C, No, Ext): 956-682-7005 E-MAIL ADDRESS: BELIA.OCHOA.L3SS@STATEFARM.COM	FAX (A/C, No): 956-631-5093
	INSURER(S) AFFORDING COVERAGE	
INSURED DAVID CASTRO 4000 AUBURN AVE. MCALLEN, TX 78504	INSURER A: STATE FARM COUNTY MUTUAL INS CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			068-5938-B12-53	02/12/2013	08/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 2002 HONDA ACCORD 4DR # 1HGCG56692A073612

CERTIFICATE HOLDER HIDALGO HEALTH AND HUMAN SERVICES 2820 S. BUSINESS HWY EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2013

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).

PRODUCER Marsh & McLennan Agency-SBS, a service of Seabury and Smith, Inc. 9830 Colonnade Boulevard, Suite 400 PO Box 659520 San Antonio, TX 78265-9520		CONTACT NAME PHONE IAIC No. Ext: 888-591-1954 E-MAIL ADDRESS:		FAX (A/C, No): 210-737-3584	
INSURED David Max Castro, R.Ph. MBA Consultant Pharmacist 4000 Auburn Ave McAllen, TX 78504		INSURER(S) AFFORDING COVERAGE			
		INSURER A: JAMES RIVER INSURANCE COMPANY			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

APR 15 2013
2:02 PM

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 Deductible each claim GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			00042801-3	03/31/2013	03/31/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as an Additional Insured on General Liability as their interest may appear in written contract.

CERTIFICATE HOLDER Hidalgo County 2812 S. Business Highway 281 Edinburg, Texas 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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May 14, 2013



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 14, 2013
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
All members of the Court were counted present.
2. **Pledge of Allegiance**
Judge Garcia led the Court and Audience in Prayer.
3. **Prayer**
Virginia Townsend led the Court and Audience in Prayer.
Judge Garcia then asked for a moment of silence for fallen soldier Army Specialist Kevin Kardoza.
4. **Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.
5. **Open Forum**
 - Opal Billman expressed concerns on the beneficiary of her property and her court case.
 - Ricardo Rodriguez discussed on how the County can conserve water by laying a plastic liner on the land.
 - Ms. Emmy Zuniga expressed concerns on the installation of light fixtures and public safety in certain areas of Lopezville. .
6. **County Judge's Office:**
 - A. Report on bills before the Texas Legislature of interest to Hidalgo County
NO ACTION taken on this item.
 - B. Resolution in support of Space X Project
Cameron County Commissioner, Sophia Benavidez, discussed the Space X Project.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote to approve the Resolution.

Vote: 5 - 0 - Unanimously
 - C. Proclamation declaring May 2013 as Mental Health Awareness Month in Hidalgo County

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously
 - D. Approval of Proclamation for National Police Week

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously
 - E. Approval of Interlocal Agreement by and among City of La Villa, Hidalgo County, and Tax Increment Reinvestment Zone Number One, City of La Villa, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone.

May 14, 2013

- A. Requesting approval to process the following invoice as claim with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by County Auditor. PO # 689012.

Vendor	Invoice	Date	Amount
L&R Precast	9163	3-29-13	\$10,231.00

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

21. **Budget & Management - Sergio Cruz:**

- A. Pct.#2 Road Maint (1200):
Approval of 2013 appropriation of funds from RD MAINT (1200) unreserved fund balance to RD MAINT program (006) in the amount of \$921,000.00

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- B. Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of \$7,293.50 (Third Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

22. **Purchasing Department - Marty Salazar:**

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
 - a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
 - b) Construction of additional pod(s)
 - c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 22.A.1 & 2. a, b & c.

B. **Pct. 1**

1. Approval of a Professional Appraisal Service Agreement #C-13-131-05-14 as reviewed and approved by legal with Leonel Garza, Jr. & Associates, LLC for the purposes of "Appraisal Services" (on call-on as needed basis) for projects located with Hidalgo County Precinct No. 1 and (as selected for negotiations through County's protocol from the "POOL" of Appraisals by CC on 03/26/13).

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- 3. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption.

Vote: 5 - 0 - Unanimously

- B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering firms for Mile 22.50 Project in Pct No. 4;

Evaluators	Le Fevere Environmental & Management Consultant	Quintanilla, Headley & Associates	RABA Kistner, Inc
Evaluator 1	98	94	95
Ranking	1	3	2

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the ranking in the order of their scores.

Vote: 5 - 0 - Unanimously

- C. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of Le Fevere Environmental Management Consultant for the provision of engineering services for Mile 22.50 Project in Pct. No. 4.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E. Health & Human Services Dept.

- 1. Acceptance and approval of the final negotiated contract with David M. Castro for "Registered Pharmacist Services" RFP No. 2013-008-03-13 for the Hidalgo County Health and Human Services Department.



On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

F. Budget & Management

- 1. Appointment and/or designation by Commissioner's Court to select/assign an evaluation committee to evaluate and score the request for proposals for the RFP No.: 2013-022-05-15-CGA-Actuarial Services for the GASB 43 and 45 OPEB and Health Benefits Reserve" for Hidalgo County".

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval to select Angelica Tapia, Flora Vasquez, Yolanda Chapa, Raul Lozano, Raul Silguero, Mona Parras, Linda Fong, and Cris Trevino to the evaluation committee to evaluate and score the proposals for Actuarial Services and Health Benefits Reserve.

Vote: 5 - 0 - Unanimously

G. Colonia Access Program Pct. 3

APPROVED

AI-38300

Purchasing Department 22. E. 1.

CC REGULAR

Meeting Date: 05/14/2013

Submitted For: Martha L. Salazar

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract with David M. Castro for "Registered Pharmacist Services" RFP No. 2013-008-03-13 for the Hidalgo County Health and Human Services Department.

BACKGROUND

Req. #236680

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-441-00-340-003-0-337

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 5-8-13 \$14,000.00

Attachments

C-13-008-05-14-PHARMACIST SERVICE CONTRACT

LEGALS OK OF CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/06/2013 12:57 PM
Budget & Management	Angela Garcia	05/07/2013 04:03 PM
Manuel Chapa	Manuel Chapa	05/10/2013 04:48 PM
Auditor's Office	Monica Badillo	05/10/2013 05:13 PM
Form Started By: Yolanda Velasquez		Started On: 04/18/2013 02:23 PM
	Final Approval Date: 05/10/2013	