

**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: 2017-003-11-23-YZV](#)**

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: 2017-003-11-23-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 Monday, November 14, 2016, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, November 16, 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 of 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: 2017-003-11-16-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)	=	(     )
		<b>Total</b>	<u>100%</u>	<b>Total Score</b>	<u>          </u>

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%.

THE STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO         §

**CONTRACT FOR SERVICES**  
**C-17-003-00-00**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County") and \_\_\_\_\_, **M.D.** (the "Chief Physician") to serve at the pleasure of the Hidalgo County Board of Judges.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to act as chief physician for the Judge Mario E. Ramirez, Jr. **Juvenile Justice Facility** (the "Juvenile Justice Center" or "Facility") more specifically set forth hereinafter; and

WHEREAS, Chief Physician has agreed to provide the services enumerated hereinafter for the Hidalgo County Juvenile Probation Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Chief Physician agree as follows:

1. Chief Physician agrees to provide to County and its Juvenile Probation Department (the "Department") the services required of a Chief Physician for the Juvenile Justice Center. These services include, but are not limited to:
  - 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 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 Infirmary 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 and 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 \$ 200,00.00 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 January 01, 2017 and end on December 31, 2019 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.

:

HIDALGO COUNTY JUVENILE BOARD

By: \_\_\_\_\_  
Honorable Mario E. Ramirez, Jr  
Juvenile Department Overseer

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

CHIEF PHYSICIAN:

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Josephine Ramirez, ADA

Date: \_\_\_\_\_

EXHIBIT "A"

RFQ PACKET

EXHIBIT "B"  
BEST & FINAL OFFER

DRAFT

EXHIBIT "C"  
INSURANCE