

2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

July 29, 2019

USRC Mission, LP  
P.O. Box 844631  
Dallas, Texas 75284-4631  
ATTN: Ms. Abigail Houston Smith

Via email: [Megan.Hill@usrenalcare.com](mailto:Megan.Hill@usrenalcare.com)  
TERM: December 03, 2019 – December 02, 2020

Re: EXTENSION/RENEWAL & 1295 FORM NOTICE  
Original Contract# (C-18-285-12-04) – “Hemodialysis Treatment (Renal Failure) For Inmates Incarcerated at Hidalgo County Adult Detention Facility”

Dear Ms. Houston Smith,

Be advised, that County has chosen the option to exercise the additional one (1) year period, (under the same rates, terms and conditions) with USRC Mission, LP d/b/a US Renal Care Mission Dialysis for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of January 1, 2016, to comply with the Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

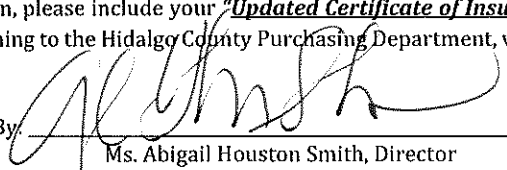
In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of Form 1295, provide Renewal/Extension No. E-19-194 Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of Renewal/Extension for referenced project by Commissioners Court, the signed and notarized “HB Form 1295” and “Extension Notice” must be received in our office completed via fax to (956) 292-7612 or via email to: [hector.garcia1@co.hidalgo.tx.us](mailto:hector.garcia1@co.hidalgo.tx.us) by no later than Friday, August 02, 2019 or sooner if possible. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your “Updated Certificate of Insurance” with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [hector.garcia1@co.hidalgo.tx.us](mailto:hector.garcia1@co.hidalgo.tx.us) by no later than date reflected above.

By:   
Ms. Abigail Houston Smith, Director

Date: 7/29/19

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent  
Hidalgo County Purchasing Agent

MLS/hag  
Enclosures

# 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**

Certificate Number:  
 2019-524399

Date Filed:  
 08/01/2019

Date Acknowledged:

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

USRC MISSION, LP  
 ELSA, 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.**

Hildalgo County Sherrif's Office

**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 services, goods, or other property to be provided under the contract.**

E-19-194  
 KIDNEY DIALYSIS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	US RENAL CARE INC.	PLANO, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Thomas L. Weinberg, and my date of birth is 05/25/1965.

My address is 5851 Legacy Circle, Suite 900, Plano, TX, 75024, U.S.A.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 1st day of August, 20 19.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

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Hildalgo County Sherrif's Office

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E-19-194  
KIDNEY DIALYSIS

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			Controlling	Intermediary
	US RENAL CARE INC.	PLANO, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2019

**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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> BXS Insurance 2201 Fair Park Blvd., 3rd Floor Jonesboro AR 72401	<b>CONTACT NAME:</b> Ashley Sartin <b>PHONE (A/C No. Ext):</b> 870-974-7443 <b>FAX (A/C, No):</b> 870-972-0497 <b>E-MAIL ADDRESS:</b> ashley.sartin@bxsi.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> USRENAL-01 U. S. Renal Care Inc. and its subsidiaries Attn: Risk Manager 5851 Legacy Circle, Suite 900 Plano TX 75024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>INSURER A:</b> Columbia Casualty Company</td> <td style="text-align: right;">NAIC # 31127</td> </tr> <tr> <td><b>INSURER B:</b> Transportation Insurance Company</td> <td style="text-align: right;">20494</td> </tr> <tr> <td><b>INSURER C:</b> American Casualty Company of Reading, PA</td> <td style="text-align: right;">20427</td> </tr> <tr> <td><b>INSURER D:</b> Continental Casualty Company</td> <td style="text-align: right;">20443</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> Columbia Casualty Company	NAIC # 31127	<b>INSURER B:</b> Transportation Insurance Company	20494	<b>INSURER C:</b> American Casualty Company of Reading, PA	20427	<b>INSURER D:</b> Continental Casualty Company	20443	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES**      **CERTIFICATE NUMBER:** 159995677      **REVISION NUMBER:** 05/26/2017

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HMA1064407092	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA582522190	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			HMC1064407089	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC582521427	6/1/2019	6/1/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C B	Medical Professional- See Below Work Comp - CA Work Comp - OR			HMA1064407092 WC582521430 WC582521458	6/1/2019 6/1/2019 6/1/2019	6/1/2020 6/1/2020 6/1/2020	Medical Professional Statutory 1000000/3000000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
**ADDITIONAL POLICIES:**  
 Continental Insurance Company #WP613771120 6/1/19 to 6/1/20 - Guam Workers Compensation and Guam Auto Liability (\$1,000,000)  
 Medical Professional #HMA1064407092 Professional Liability Retro Date 2/12/2001 - Amends Indiana Limits to \$500,000/\$1,500,000  
 Umbrella #HMC1064407089 Excludes Indiana (Additional Coverage Provided by IN Patient Compensation Fund)  
 Dialysis Centers  
 NOTE: General Liability / Professional Liability - Claims Made Form

<b>CERTIFICATE HOLDER</b>  Hidalgo County Attn: Purchasing Department 2812 S. Highway Bus. 281 Edinburg TX 78539	<b>CANCELLATION</b>  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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*ju* ✓  
**1. AI-67891** Discussion, consideration and approval of a Facility Use Agreement between Hidalgo County and American Red Cross for sites and facilities located in Pct. 4 with authority to execute document(s) by County Judge, Court Member or Executive Officer.

✓  
**2. AI-67880** Authority to advertise and approval of procurement packet [subject to TxDOT's written notice of request for federal funding prior to release of packets to interested vendors/parties which may prompt the changing of applicable dates] for: North Alamo Realignment Project (from FM 1925 to 0.54 miles N) in Hidalgo County Precinct No. 4, RFB No 2018-276-12-26, including re-advertisement of project when/if necessary or required.

**G. Sheriff's Office**

*ju* ✓  
**1. AI-67823** A. Ratification of Purchase Order #789539 issued on 11-27-18 for hemodialysis treatments required for an inmate [post hospitalization] inasmuch as existing contract had expired with rates under said agreement honored until action on new agreement by HCCC contained herein and below; *(in Mission)*

**APPROVED**

✓  
 B. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(4) and as also required by Texas Administrative Code-Title 37, Chapter 273, Rule 273.1 in connection with inmates requiring hemodialysis treatments due to renal failure pre-existing prior to detention or diagnosed while in detention;

✓  
 C. Approval of an agreement with USRC Edinburg, LP for Hemodialysis treatments *(Mission)* (for already on-going before incarceration or as diagnosed and prescribed by physicians) for Hidalgo County Sheriff's Office to include Single Patient Agreements with authority for Sheriff and/or Chief Deputy to sign said agreements on an "as needed basis".

*ju*  
**2. AI-67833** Authority and approval to exercise the Sixty (60) Day grace period extension as provided in the current agreement (E-18-031-12-19) for the purposes of Psychological Evaluations Services for Detention, Patrol & Communication Officers at Sheriff's Office", under the same rates, terms and conditions with Gregorio Pina< III, PhD effective 01/03/19 and expires 03/03/19 or upon completion of the procurement process (whichever comes first) and is in the best interest of Hidalgo County.

*ju*  
**3. AI-67827** Acceptance and approval of a Tenant Estoppel Certificate with authority for County Judge to execute document in connection with the "Lease of Tower Space - FM 1925 & Rooth Road" - Hidalgo County Sheriff's Office with O. E. Investments, Ltd. - E-18-017-02-20.

**H. Co. Wide**

*ju*  
**1. AI-67605** Acceptance and approval of "First Amendment" to Contract [C-18-082-04-24] between County and Vendor to reflect name change of company from TIBH Industries, Inc to Workquest.

**25. Open Forum** *- none (2-left)*

**DIALYSIS AGREEMENT**

This agreement ("Agreement") is made and entered into by and between USRC Mission, LP d/b/a US Renal Care Mission Dialysis located at 206 Conquest, Edinburg, TX 78539 ("Facility") and Hidalgo County Sheriff's Office ("Detention Center"), to assure the continuity of care and treat for the patient of clinic.

This Agreement shall be effective on the **December 3, 2018** for a term of one (1) year, and shall continue for successive one (1) year periods unless sooner terminated by either party in accordance with this Agreement.

Facility provides dialysis services. Detention Center provides coverage and/or reimbursement for health care services provided to incarcerated patients ("Patient"). Facility and Detention Center desire to contract for the provision and coverage of health care services to Patient.

Facility and Detention Center agree that:

1. Detention Center will be responsible for the cost of transportation and the cost of the officer provided to secure the Patient.
2. Detention Center will be responsible for Patient while it is at Facility.
3. Detention Center will provide at least one officer for each Patient and remain at Patient's side during the entire treatment. The Patient will remain in handcuffs and shackles.
4. Facility reserves the right to discharge Patient for any reason.
5. Appropriate procedures will be followed to assure security of Facility's other patients and staff.

Provision of Services. Execution of this Agreement by Detention Center serves as continuing authorization for Facility to furnish certain health care services to Patient, as such services and associates rates are described in the attached fee schedule ("Covered Services"), and be reimbursed by Detention Center for such health care services for the duration of this Agreement. Facility shall not be responsible for (i) any further verification of Patient eligibility to receive Covered Services or (ii) securing additional referral(s) or authorization(s) for Covered Services.

Payment. Detention Center shall reimburse Facility for Covered Services as set forth in the attached fee schedule within thirty (30) calendar days of Detention Center's receipt of a written claim for Covered Services or as allowed under the Texas Prompt Payment Act. Compensation shall be paid to Facility pursuant solely to the terms of this Agreement and Exhibit 1, and shall be made by Detention Center without discounting such compensation in any manner not explicitly specified in Exhibit 1. Facility will submit claims for Covered Services electronically unless either Party requests non-electronic billing for Covered Services. If Detention Center is able to process only non-electronic claims, Facility will submit claims in the format requested by the Detention Center. Failure to pay claims with the specified number of days will result in Detention Center's loss of any negotiated discount, and Detention Center will be responsible for paying Facility's full billed charges. Detention Center shall have no right to setoff the amount of any alleged erroneous payment or overpayment against any amounts otherwise owed to Facility

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by Detention Center. Patient shall not be liable for any fees or monies owed to Facility. Detention Center payment of fees specified herein shall represent payment in full for all Covered Services.

Records. Patient's medical records shall not be removed, transferred from, or released by Facility except in accordance with terms of this Agreement, applicable state and federal laws and Facility policies. Facility and Detention Center shall each be responsible for obtaining directly from Patient any authorizations to use and/or disclose Patient health information as necessary for performance of this Agreement, and Facility and Detention Center shall not use or disclose Patient protected health information except as permitted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and applicable state law. This paragraph shall survive any termination or expiration of this Agreement.

Term and Termination. The term of this agreement shall be the period that Patient requires Covered Services provided by Facility. Either Party shall have the right to terminate this Agreement without cause at any time upon sixty (60) calendar days' written notice. Upon discharge, the Detention Center will provide the written notification that the Patient is released from Detention Center and may or may not continue services without officer escort.

Agreement Governs. The parties agree that no other reductions, including but not limited to reductions related to changes in payer or plan payment levels or policies, or reductions related to any other contractual, network, or repricing relationships of plan, payer or their authorized representatives shall apply to the services covered by this Agreement and that the terms of this Agreement, including attachments, exhibits, schedules, and amendments, shall supersede and take precedence over all other payment policies, designs, arrangements or agreements with respect to such services. Payer guarantees and assumes the obligation to pay Facility at the rates set forth in Exhibit 1. In the event of a conflict or inconsistency between this Agreement and any exhibit, attachment, plan program, policy, manual or any other document affecting this Agreement, the provisions of this Agreement shall control. Venue for settlement of any disputes arising from this Agreement shall be in Hidalgo County, Texas.

Parties' Intent; Confidentiality. Facility and Detention Center are independent contractors. Facility shall not act as, and shall in no way be considered to be, an agent or representative of Detention Center for any purpose. The representative of each Party executing this Agreement has the authority to bind the Party to this Agreement and all terms contained herein. This Agreement, including attachments, exhibits, schedules, and amendments, constitutes the entire understanding between the Parties with respect to the Patient, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the Parties in such respect. Neither Facility nor Detention Center may disclose any proprietary or confidential information of the other Party, including but not limited to trade secrets, the attached fee schedule, or any other term of this Agreement, to any third party without the prior written consent of the other Party, or as required by applicable law.

WAV

EXHIBIT 1 TO SINGLE PATIENT AGREEMENT COVERED SERVICES FEE SCHEDULE

Billed charges for services listed on this Covered Services Fee Schedule, will be paid at:

**\$450.00 per treatment rate.** If Payer is secondary, this discount will not apply to any outstanding balance due from Payer to Facility.

Hemodialysis

Peritoneal Dialysis Services (reimbursement will be based on hemodialysis equivalency)

Other Covered Services including but not limited to ESRD related medications\*, laboratory services, dialysis training, ultrafiltration and ancillary services.

**Separately Billable Medications.** The medication(s) listed below are to be paid separately from the treatment rate.

<u>Name</u>	<u>Dosage</u>	<u>HCPCs Code</u>	<u>Reimbursement</u>
Parsabiv (Injection)	0.1 mg	J0606	\$ 3.47
Sensipar (Oral)	1 mg	J0604	\$ 0.96

Remittance Information: **USRC Mission, LP**

**P.O. Box 844631**

**Dallas, TX 75284-4631**

Tax ID No.: **41-2166764**

Attention: **Towanda Crawford**

Telephone: **214-736-2763**

WTA

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned Parties have executed this Agreement as of the date below.

Hidalgo County Sheriff's Office

USRC Mission, LP

By: 

By: 

Print Name: Jose Eduardo "Eddie" Guerra

Print Name: Abigail Houston Smith

Title: Hidalgo County Sheriff

Title: Director, Managed Care

Date: December 07, 2018

Date: December 3, 2018

CLAIMS ADDRESS:

Remittance Address:

P.O. Box 1228

USRC Mission, LP

Edinburg, TX 78539

P.O. Box 844631

(956) 393-6023

Dallas, TX 75284-4631

MA