

# NUESTRA CLINICA DEL VALLE, INC.

ADMINISTRATIVE OFFICES  
P.O. BOX 1689 PHARR, TEXAS 78577  
956-787-8915

January 13, 2020

Martha L. Salazar, Purchasing Agent  
Hidalgo County  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

***RE: Request for Qualifications Dental Care Provider Network for Hidalgo County  
Indigent Care Level 2 Program  
RFQ Number: 2019-291-01-15-HGO***

Dear Ms. Salazar:

Enclosed you will find Nuestra Clinica del Valle's response to your request for qualifications for dental care providers.

If any additional information is needed, please contact me.

Sincerely,



Lucy Torres  
Chief Executive Officer

Enclosures

1518 E. Santa Rosa Ave.  
Edcouch, TX 78538  
956-262-1363

1500 First Street  
Mercedes, TX 78570  
956-565-3191

611 N. Bryan Rd.  
Mission, TX 78572  
956-580-3303

105 South 10th Street  
Donna, TX 78537  
956-464-5809

801 W. 1st Street  
San Juan, TX 78589  
956-787-0787

201 S. Los Ebanos  
Alton, TX 78574  
956-519-1800

300 N. 86<sup>th</sup> St.  
San Carlos, TX 78539  
956-287-8850

600 N. Garza, Suite A  
RGC. Tex. 78582  
956-487-0846

2891 E. Grant St.  
Roma, Texas 78584  
956-849-2100

2900 Raul Longoria  
San Juan, TX 78589  
956-781-6077

806 W. 3rd St.  
San Juan, Texas 78589  
956-787-0787



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)

December 23, 2019

\_\_\_\_\_  
Bidder's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

Re: **Hidalgo County Health & Human Services Department**  
Request for Qualifications – RFQ: 2019-291-01-15-HGO- “Dental Care Provider Network for  
the Hidalgo County Indigent Health Care Level 2 Program”

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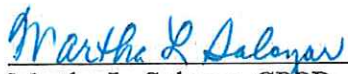
Dear Gentleman/Ladies:

Enclosed, you will find a Request for Qualifications (RFQ) packet for Dental Care Provider Network for the Hidalgo County Indigent Health Care Level II Program. **Modifications and new requirements** have been added and implemented so carefully read and review all instructions, requirements, and specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626 Ext. 4877.

Sincerely,

  
\_\_\_\_\_  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/hgo  
Enclosures



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

## HIDALGO COUNTY HEALTH & HUMAN SERVICES REQUEST FOR QUALIFICATIONS

### “Dental Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Program” RFQ NO: 2019-291-01-15-HGO

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*This Table of Contents is intended as an aid to respondents, not as a comprehensive listing of the qualification package. Respondents are responsible for reading the entire packet and complying with all specifications.*

The above-mentioned items shall be found in this Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact the Purchasing Dept. by calling (956) 318-2626, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.



**HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT**

**REQUEST FOR QUALIFICATIONS**

**"Dental Care Provider Network for Hidalgo County Indigent Care Level 2 Program"**

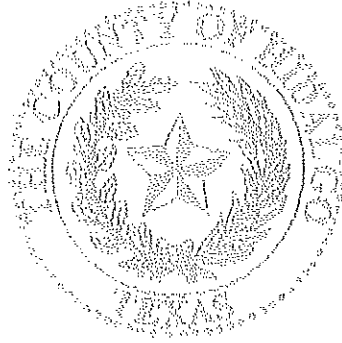
**RFQ No.: 2019-291-01-15-HGO**

**RFQ SUBMITTAL CHECK LIST**

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- Page 11 of Legal Notice
- Exhibit "C" Acknowledgement forms (pages 4 & 5)
- Exhibit "D" CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)
- Exhibit "E" Vendor Bidder Applications, W-9, & HUB/DBE
- Exhibit "F" Certification Regarding Debarment
- Exhibit "H" Required Contract Clauses for Contracts Under Federal award 2 – CFR 200, Appendix II & FEMA (if applicable)
- Exhibit "J" Proposer's Affidavit
- Exhibit "K" Provider On-line Access Request Form
- Exhibit "L" Provider Contact In
- SAMS.gov Registration Acknowledgement [www.sam.gov](http://www.sam.gov)
- One (1) Original (pages one-sided, clearly marked ORIGINAL), One (1) Copy, and One (1) CD/USB in PDF Format (see number 2 of Legal Notice).



## **REQUEST FOR QUALIFICATIONS (RFQ)**

**HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT**  
(Including all funding sources, programs, and entities)

*“Dental Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Program”*

**RFQ No: 2019-291-01-15-HGO**

**Acceptance Due Date: January 15, 2020**

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

**Project Contract Specialist Contact Information:**

Heidi Garcia Ortiz, Contract Specialist III  
(956) 318-2626 Ext. 4877  
[heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us)

1. Sealed statements of qualifications will be received for **“Hidalgo County Health & Human Services Department (Including all funding sources, programs, and entities) Dental Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Program”**, in accordance with the requirements attached hereto as Exhibit "A". The response should address all requirements set forth. Respondents (may also be referred to as respondent, contractor or vendor) may suggest substitutions of features that they feel would be in the best interest of Hidalgo County ("County"), however, a strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall Statement of Qualification.
2. **One (1) original** (pages *one-sided* – clearly marked **ORIGINAL**), **one (1) copy** of all responses and **one (1) CD/USB in PDF** format are required with the respondent's name and address clearly typed/printed on upper left-hand corner and the following notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFQ: 2019-291-01-15-HGO Hidalgo County Health & Human Services Department (Including all funding sources, programs, and entities) “Dental Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Program”**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, beginning at **9:30 A.M., Wednesday, January 15, 2020. This project will have open enrollment for the life of the program.**

**NO FACSIMILES OR ELECTRONIC SUBMITTALS WILL BE ACCEPTED. ANY SUBMITTAL RECEIVED AFTER THAT TIME WILL BE PROCESSED BY THE PURCHASING DEPARTMENT AND FORWARDED TO HCHHSD. DETERMINATION OF NETWORK QUALIFICATIONS WILL BE PROVIDED BY HCHHSD.**

Hidalgo County reserves the right to refuse and reject any/all submittals and to waive any/all formalities or technicalities or to accept the submittal considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your RFQ:

1. Legal Notice (See **page 12**);
  2. Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
  3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
  4. Vendor Bidder Application, W-9, & HUB/DBE (See **Exhibit “E”**);
  5. Certification Regarding Debarment (See **Exhibit “F”**);
  6. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit “H”**);
  7. FHWA 1273 (See Exhibit “I”)
  8. Proposer's Affidavit (See **Exhibit “J”**);
  9. Provider Online Access Request Form (See Exhibit “K”)
  10. Provider Contact Information (See Exhibit “L”); and
  11. SAMS.gov Registration Acknowledgement (See **Number 17** below).
3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such an event, County may elect to award the contract to the next lowest responsible vendor or to reject all qualification submittals and re-advertise.
5. For work to be performed at a County-owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, vendors are required to include illustrations, specifications, explanations of warranties, and service data with their qualification submittal including catalog numbers and any necessary references.
7. Bid prices are to remain firm for a minimum of ninety (90) days after the bid opening.
8. The county reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondent shall acknowledge receipt of all addenda as a part of their qualification submittal.
10. Costs are to be net F.O.B., County Prepaid.
11. The county is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figures. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
  - At least seventy-two (72) hours prior notice of delivery must (if applicable) be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626
14. **BILLING AND PAYMENT INSTRUCTIONS:**
  - Invoices must include:
    - a) Name and address of successful respondent;
    - b) Name and address of receiving department or official;
    - c) Purchase Order Number and Contract number (if any);

- d) Notation - **“Hidalgo County Health & Human Services Department (Including all funding sources, programs, and entities) RFQ: 2019-291-01-15-HGO “Dental Care Provider Network”, and**
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR’S OFFICE**

Postal/Mailing 2808 S. Business Hwy. 281  
 Edinburg, Texas 78539  
 956-318-2511

**15. SCHEDULE OF EVENTS:**

<b>Opening, 9:30 A.M.</b>	<u>January 15, 2020</u>
Award of Contract:	<u>2020</u>
Commence Work or Deliver Products:	<u>2020</u>

**16. HIDALGO COUNTY HOLIDAYS:**

2020 YEAR	
<b>New Year’s Day</b>	<b>01/01/20</b>
<b>Martin Luther King Day</b>	<b>01/20/20</b>
<b>President’s Day</b>	<b>02/17/20</b>
<b>Good Friday</b>	<b>04/10/20</b>
<b>Memorial Day</b>	<b>05/25/20</b>
<b>Independence Day</b>	<b>07/03/20</b>
<b>Labor Day</b>	<b>09/07/20</b>
<b>Columbus Day</b>	<b>10/12/20</b>
<b>Veteran’s Day</b>	<b>11/11/20</b>
<b>Thanksgiving Day</b>	<b>11/26/20-11/27/20</b>
<b>Christmas Day</b>	<b>12/24/20-12/25/20</b>
<b>New Year’s Eve</b>	<b>12/31/20</b>

**17. BID, PAYMENT, OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

The County may, and if mandated by statute, shall require a bid bond, a performance bond and/or a payment bond. Any such bond must be executed with a surety company authorized to do business Texas and shall meet any other requirements established by law or by County pursuant to applicable law.

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all respondents shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price.

- In the event the contract exceeds Fifty Thousand Dollars (\$50,000.00), the respondent shall furnish a payment bond and a performance bond to the County for the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a performance bond for a contract in excess of One Hundred Thousand Dollars (\$100,000.00) and *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00) as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.
- All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR Part 76. Register at System for Award Management (SAM.gov)

**18. TITLE VI NOTICE/ NONDISCRIMINATION:**

- a) By submitting a bid, the vendor certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. Title VI-Appendices "A" through "E" are hereby attached as **Exhibit "G"**. The County's entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices "A" through "E" expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
- "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit qualifications in response to this invitation and will not be

discriminated against on the grounds of race, color, or national origin in consideration for an award”.

- c) The respondent will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of the qualification submittal.
- If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower-tier subcontracts. Form FHWA 1273 is attached as **Exhibit “I”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

#### 19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

#### • NOTICE:

*All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department.*

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the RFB, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

**20. DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2016, 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 the statement to be filed. The disclosure requirement applies to a person or business that 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 respondent fails to comply with the 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**If applicable, completed Form CIQ must be submitted 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295):**

As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFP packet. In accordance with these requirements, 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 box 3 of Form 1295, you will provide the **RFQ No. 2019-291-HGO**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to **heidi.ortiz@co.hidalgo.tx.us**. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**<https://www.ethics.state.tx.us/tec/1295-Info.htm>**

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS’ COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

22. If during the life of any contract, or proposal awarded, the successful respondents’ net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
23. Proposal and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondents responsibility. A prospective respondent, by submitting qualifications, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics; and
  - Be otherwise qualified and eligible to receive an award.
25. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent, officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
26. Any contract award to a successful bidder 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) days written notice prior to cancellation.
27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise, perform in accordance with the requirements.
28. **INDEMNIFICATION: Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement and the like, arising out of the goods and services provided by successful respondent.**
29. The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County approval. Items found to be defective or not meeting

specifications shall be replaced by the successful respondent within two (2) business days at no expense to County. Items that are not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.
31. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
32. Respondents shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of the representative or contact person.
33. **CONTRACTS SUBJECT TO FEDERAL AWARD:**

- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). As such, **if applicable**, the provisions of the Hidalgo County Purchasing Policy, the procurement standards found in 2 CFR, Part 200, and the provisions of Appendix II to 2 CFR 200, and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
- In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
- **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for qualifications or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or request for qualifications or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy) "*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified

explicitly or not, as part of this procurement packet and any resulting agreement for all purposes.

34. **HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:**

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (See Exhibit "E" for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

35. **BOYCOTT ISRAEL VERIFICATION:** In accordance with Texas Government Code Chapter 2270, the County may not enter into a contract for goods or services with a vendor unless the contract contains a written verification from the vendor that it does not boycott Israel and will not boycott Israel during the term of the contract. *Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

By signing the acknowledgement form to this legal notice, Vendor understands that it is providing written verification and certification that it does not boycott Israel and will not boycott Israel during the term of the contract. If Vendor claims an exception or otherwise cannot make this certification,

then Vendor shall attach separate sheet(s) to provide the basis for the exemption or for not making the certification. Failure to comply or providing false information may result in rejection of Vendor's submission. **Vendor shall indemnify and hold harmless the County, its' elected officials, employees and agents from any and all claims, damages, losses, expenses and costs of any nature based on the County's reliance on this verification.** Vendor's written verification is incorporated for all purposes as part of any resulting agreement.

36. **TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS:** By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. The Texas State Comptroller will prepare and maintain this list as per Texas Government Code §2252.153, as amended. Contractor further understands that the County shall perform a search of the relevant database and a contract cannot be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.
37. Respondent must provide all applicable documentation requested with this RFQ in their response. Failure to provide this information may result in rejection of the RFQ submittal as non-conforming.

**REQUEST FOR QUALIFICATIONS**  
**HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT**  
(including all funding sources, programs and entities)

**“Dental Care Provider Network for Hidalgo County Indigent Health Care  
Level 2 Program”**  
**RFQ No.: 2019-291-01-15-HGO**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539


Respondent acknowledges that it has examined this Request for Qualifications and specifications and is familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its qualifications, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

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

Respondent acknowledges that by signature below, it is providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this Request for Qualifications. Respondent acknowledges that any and all specifications, provisions, and attachments of this Request for Qualifications are incorporated into and made a part of any resulting agreement.

Respondent agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the specifications. An individual authorized to bind the company must sign the following section. Failure to execute this section may result in RFQ rejection.

**Respectfully submitted,**

**Firm:** Nuestra Clinica del Valle, Inc.  
**Address:** P.O. Box 1689  
**By:**   
**Printed Name:** Lucy Torres  
**Title:** Chief Executive Officer

# **EXHIBIT A**

## Requirements

### **HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT REQUEST FOR QUALIFICATIONS**

“Dental Care Provider Network for the Hidalgo  
County Indigent Health Care Level 2 Program”

**RFQ# 2019-291-01-15-HGO**

The County of Hidalgo is seeking to develop a network of Dental Care Physicians for eligible residents enrolled in the County Indigent Health Care Level 2 Program. The RFQ will have open enrollment for the life of the program as amended by Commissioners Court.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of “**Dental Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Program**” as specified herein. Statements of Qualifications will be accepted beginning at 9:30 A.M., on WEDNESDAY, JANUARY 15, 2020. **The County Indigent Health Care Level 2 Program will have open enrollment for the life of the program and all Statements of Qualification submitted after January 15, 2020, will be sent to the Health & Human Services Department upon submission for evaluation, grading, and approval.**

Deliver Submittal to:  
RFQ Number: 2019-291-01-15-HGO  
Hidalgo County Purchasing Department  
2812 S. Bus. Hwy 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show The Submittal Number, RFQ 2019-291-01-15-HGO “Dental Care Provider Network for the Hidalgo County Indigent Health Care Level 2 Program”, and the opening date, Wednesday, January 15, 2020.**

The following outlines the Request for Qualifications:

## **SECTION I GENERAL TERMS AND CONDITIONS**

All costs and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

### **ADDITIONAL INFORMATION:**

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or by email to [heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us) NO LATER THAN MONDAY, JANUARY 6, 2020 at 5:00 P.M. Responses will be sent to all participants via email by THURSDAY, JANUARY 9, 2020. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** Hidalgo County is requesting that Statements of Qualifications be routed to Martha L. Salazar, Purchasing Agent, at 2812 S. Bus. Hwy 281 Edinburg, Texas 78539.

**PROPOSER'S AFFIDAVIT:** Prior to Contract Award, Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit J**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not, and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee, or applicant for employment, because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications). By submitting a response to this Request, Submitter certifies that it will conform to the provisions of the federal Civil Rights Act of 1964, as amended and related state and federal law.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF STATEMENTS OF QUALIFICATIONS:** Hidalgo County 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 services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the provider's ability.

**SUBMITTER DEFAULT:** Hidalgo County reserves the right, in the case of submitter defaults, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR 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 participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

**HAND DELIVERED STATEMENTS OF QUALIFICATIONS:** When hand delivering qualification packet, Hidalgo County requires submitters to make sure that the sealed packet is stamped with the date and time of submittal by the county purchasing staff.

**SIGNING OF QUALIFICATIONS:** All submittals **MUST** be signed in order to be considered. **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. The submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

## **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 (pages one-sided clearly marked original), one (1) copy** of the RFQ and **one (1) CD/USB in PDF Format** 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 provider's understanding of the services required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

**PROVIDER QUALIFICATIONS:** The County of Hidalgo is seeking to develop a network of qualified and competent dental care physicians for eligible residents enrolled in the Hidalgo County Indigent Health Care Level 2 Program. Providers must be licensed in the State of Texas and must meet the following requirements:

- Dental Care Provider must be an active provider with Texas Medicaid
- Providers must be in good standing with the State of Texas and Texas Medicaid
- Dental Care Physician must practice in Hidalgo County
- Providers must enroll for online access with Hidalgo County for verification of eligibility and claim status
- All claims must be submitted on form CMS-1500
- Payment standards for dental care provider services will be paid based on the Fee Schedule for Texas Medicaid Dentist/Orthodontist. Texas Medicaid fee schedule can be verified at [www.tnhp.com](http://www.tnhp.com)
- SERVICES ARE SUBJECT TO PROGRAM FUNDING

**REQUIRED CERTIFICATIONS AND SUBMITTAL:** This section will contain any certification/degree and insurance as required by HIDALGO COUNTY. *All applicable blank forms contained in this RFQ packet must be filled out and submitted with the response.*

**Additionally, this section should include, but not be restricted to, the following information:**

- A. Dentist/practice name, address, phone number, and person to contact regarding the Statement of Qualifications;
- B. Qualifications and years of experience of the provider;
- C. Ability to commence services;

**PROGRAM RULES:**

The Hidalgo County Health & Human Services staff will follow Chapter 61 of the Health and Safety Code with the exceptions listed below:

- Federal Poverty Guideline (FPG) will be limited to those that are under 100% and there is no other payor source.
- Basic Services exclude hospital inpatient/outpatient with the exception of lab and x-rays ordered at a hospital due to the relationship with the hospital groups.
- Optional Services include diabetic medical supplies and equipment only.
- Maximum benefit per fiscal year \$3,000 per covered member.

**PREVENTATIVE DENTAL CARE:**

These services must be medically necessary and provided by a Doctor of Dental Surgery (DDS), a Doctor of Dental Medicine (DMD), or a Doctor of Dental Medicine (DDM). The county may require prior authorization. Items covered are;

- Two routine dental exams per year
- Two routine dental cleanings per year
- One set of x-rays per year

- The least-costly service for fillings

**FUNDING:**

- CIHCP Level 2 Program funding will be from the general fund.
- Fiscal year funding is \$1,000,000.00

**PROGRAM ADMINISTRATION:**

- The program will be administered by the Hidalgo County Health & Human Services office
- Claims will be reviewed and audited for payment by the County Auditor
- Claims will be paid by the County Treasurer

**DISCLAIMER:**

- Program subject to available funding
- Client eligibility is not a guarantee of payment

**PARTICIPANTS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** The fee will be paid based on the Fee Schedule of Texas Medicaid Dentist/Orthodontist.

**SECTION III SELECTION AND SCHEDULES**

**EVALUATION SYSTEM:** The evaluation consists of a 100-point scoring system.

Categories under the 100-point scoring system include the following listed criteria:

- 1) Qualifications of Provider (25 points).
- 2) The experience of Provider/Ability to Commit Resources (25 points).
- 3) Understanding of Services required (25 points).
- 4) Familiarity with Applicable Rules and Regulations (25)

---

Total = 100 points.

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

**SELECTION PROCEDURES:** The RFQ shall be submitted according to the schedule below.

**RFQ Submission:** One (1) original (pages one-sided clearly marked original), (1) copy of RFQ and One (1) CD/USB in PDF format should be submitted to:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
Physical Address: 2802 S. Business Hwy. 281  
New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

Acceptance of RFQs will begin at **9:30 a.m. on Wednesday, January 15, 2020**. Requests for Qualifications submitted after January 15, 2020, will be evaluated upon receipt by County.

All costs and expenses associated with the preparation and submission of RFQ's shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be

passed onto Hidalgo County.

**RFQ/SOQ Scoring and Ranking:**

- A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court and/or Health & Human Service Department Chief Administrative Officer) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Request for Qualifications.
  
- B. After the SOQs have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of creating a Dental Care Provider Network.

**THE COUNTY OF HIDALGO RESERVES THE RIGHT TO REJECT ANY/OR ALL RFQ'S**

**EXHIBIT B**

**SELECTION CRITERIA  
HIDALGO COUNTY  
HEALTH & HUMAN SERVICES DEPARTMENT  
REQUEST FOR QUALIFICATIONS**

**“Dental Care Provider Network for the Hidalgo  
County Indigent Health Care Level 2 Program”**

**RFQ# 2019-291-01-15-HGO**

**EVALUATION CRITERIA**

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

**RFQ Evaluation Criteria**

The respondent'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. **Qualifications of Provider** (25)
- 2. **Experience of Provider/Ability to Commit Resources** (25)
- 3. **Understanding of Services requested** (25)
- 4. **Familiarity with Applicable Rules and Regulations** (25)

**RFQ EVALUATION FORM**

<b>SELECTION CRITERIA</b>		<b>TOTAL SCORE</b>
1	Qualifications of Provider	
2	The experience of Provider/Ability to Commit Resources	
3	Understanding of Services being requested	
4	Familiarity with Applicable Rules and Regulations	
	<b>TOTAL</b>	

<b>COMMENTS:</b>

Project Name: \_\_\_\_\_

Department: \_\_\_\_\_

Firm/Participant: \_\_\_\_\_

Evaluator: \_\_\_\_\_

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

# Exhibit “C”

## Insurance Requirements

# EXHIBIT "C"

## Insurance Requirements

### Professional Services

(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
  2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
  3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
  4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
  5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.
- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
  - *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

#### **Additional Insurance Requirements:**

- a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- c. **Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

**Page 2 of 2: Continuation of Exhibit "C": Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)**

- d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- e. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
- f. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- m. Bidder shall make any other insurance documentation available to County upon request.

# Insurance Requirement Acknowledgment

I, Lucy Torres, authorized representative for Nuestra Clinica del Valle, Inc.  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

Lucy Torres

Authorized Representative

1/14/2020

Date

### Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# NUESTRA CLINICA DEL VALLE, INC.

ADMINISTRATIVE OFFICES  
P.O. BOX 1689 PHARR, TEXAS 78577  
956-787-8915

January 13, 2020

Hidalgo County Health & Human Services Department  
Attn: Martha L. Salazar  
2812 S. Business Hwy 281  
Edinburg, TX 78539

RE: Malpractice Insurance for Nuestra Clinica del Valle, Inc.

Dear Sir or Madam:

This letter is in response to your request for verification of malpractice liability coverage.

The Bureau of Primary Health Care (BPHC), in accordance with Section 224 (h) of the Public Health Service (PHS) Act, 42 U.S.C. 233 (h) as amended by the Federally Supported Health Centers Assistance Act of 1992 (Pub.L. 102-501) and the Federally Supported Health Centers Assistance Act of 1995 (Pub.L. 104-73), has deemed Nuestra Clínica Del Valle, Inc. to be an employee of the Federal Government effective June 23, 1996, for the purposes of Section 224.

Under Section 224 (a), the remedy against the United States provided under the Federal Tort Claims Act (FTCA) for medical, surgical, dental and related functions performed by employees for the PHS while acting within the scope of employment, shall be exclusive of any other civil action or proceeding. Therefore, Pub.L. 102-501 and 104-73 extend "FTCA coverage" to the PHS-funded entities that have been deemed covered under Section 224 (h) and their officers, governing board members, employees, and certain contractors, as specified below:

FTCA coverage for individuals requires that they are:

1. Officers, governing board members, employees, and certain contractors of the health center. Contractors who are physicians or other licensed or certified health care practitioners working full-time (minimum 32.5 hours per week) or part-time providing family practice, general internal medicine, general pediatrics, or obstetrical/gynecological services; and
2. Providing services under the scope of activities covered by the approved Federal project funded through its Section 329 (migrant health centers), Section 330 (community health centers), Section 340 (health services for the homeless), or Section 340A (health services for residents of public housing grant (s)).

1518 E. Santa Rosa Ave.  
Edcouch, TX 78538  
956-262-1363

1500 First Street  
Mercedes, TX 78570  
956-565-3191

611 N. Bryan Rd.  
Mission, TX 78572  
956-580-3303

105 South 10th Street  
Donna, TX 78537  
956-464-5809

801 W. 1st Street  
San Juan, TX 78589  
956-787-0787

201 S. Los Ebanos  
Alton, TX 78574  
956-519-1800

300 N. 86<sup>th</sup> St.  
San Carlos, TX 78539  
956-287-8850

600 N. Garza, Suite A  
RGC. Tex. 78582  
956-487-0846

2891 E. Grant St.  
Roma, Texas 78584  
956-849-2100

2900 Raul Longoria  
San Juan, TX 78589  
956-781-6077

806 W. 3rd St.  
San Juan, Texas 78589  
956-787-0787

Page 2  
January 13, 2020

As an employee of Nuestra Clínica Del Valle, Inc., the clinics meet the criteria for individual malpractice coverage under FTCA for services provided within the scope of the Federal project and his/her official duties.

The Attorney General, through the Department of Justice, has the responsibility for the defense of the individual and/or health center for malpractice claims approved for FTCA coverage. FTCA coverage includes the responsibility for payment to a plaintiff of any damages awarded as a result of malpractice judgment or as a result of a settlement approved by the Attorney General or his/her designee.

Moreover, FTCA coverage is comparable to an "occurrence" malpractice policy and does not have a specific coverage limit with a monetary cap. Therefore, any coverage limits that are mandated by your organization are met. For example, a \$1.0 million each claim/\$3.0 million annual aggregate occurrence is met since FTCA would, as appropriate, provide for the payment to a plaintiff of any damages awarded as a result of a malpractice judgment or as a result of a settlement approved by the Attorney General or his/her designee sums in excess of this amount.

Please note that Section 224 is further amended by providing that hospital admitting privileges cannot be denied if a health professional covered under FTCA meets the appropriate professional qualifications, and agrees to abide by the hospital bylaws and the rules, and regulations of the medical staff. These individuals are thus afforded the same treatment as members of the National Health Service Corps with respect to hospital admitting privileges. Hospitals that fail to comply shall be in jeopardy of losing Medicare and Medicaid reimbursements.

Moreover, Section 224, as amended by Pub.L. 104-73, further stipulates the managed care plans shall consider whatever malpractice insurance requirements of the provider contractor as satisfied by FTCA. Managed care plans that fail to comply with this provision will be in jeopardy of losing their provider status under, and ability to collect payment from, Medicare and Medicaid.

Attached is the deeming letter for Nuestra Clínica Del Valle, Inc. Should you have any questions, please contact The Health Resources and Services Administration (HRSA) Bureau of Primary Health Care (BPHC), Phone: 1-877-974-2742.

Sincerely,



Esmeralda de la Cruz  
Human Resources Director

edlc/yc

1. ISSUE DATE: (MMDD/YYYY)

7/24/2019

2a. FTCA DEEMING NOTICE NO.:

1-F00000704-19-01

2b. Supersedes:

3. COVERAGE PERIOD:

From: 1/1/2020 Through: 12/31/2020

4. NOTICE TYPE:

Renewal

5. ENTITY NAME AND ADDRESS:

NUUESTRA CLINICA DEL VALLE, INC.

PO BOX 1689

PHARR, TX 78577

6. ENTITY TYPE:

Grantee

7. EXECUTIVE DIRECTOR:

Lucy Ramlrez Torres

8a. GRANTEE ORGANIZATION:

NUUESTRA CLINICA DEL VALLE, INC.

8b. GRANT NUMBER:

H80CS00209

9. THIS ACTION IS BASED ON THE INFORMATION SUBMITTED TO, AND AS APPROVED BY HRSA, AS REQUIRED UNDER 42 U.S.C. § 233(h) FOR THE ABOVE TITLED ENTITY AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The authorizing program legislation cited above.
- b. The program regulation cited above, and,
- c. HRSA's FTCA-related policies and procedures.

In the event there are conflicting or otherwise inconsistent policies applicable to the program, the above order of precedence shall prevail.

10. Remarks:

The check box  in the supersedes field indicates that this notice supersedes any and all active NDAs and rescinds any and all future NDAs issued prior to this notice.

*Electronically signed by Tonya Bowers, Deputy Associate Administrator for Primary Health Care on: 7/24/2019 11:05:26 AM*

A printer version document only. The document may contain some accessibility challenges for the screen reader users. To access same information, a fully 508 compliant accessible HTML version is available on the HRSA Electronic Handbooks in the FTCA Folder. If you need more information, please contact the BPHC Helpline at 877-974-BPHC (2742); Weekdays from 8:30 AM to 5:30 PM ET.

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
HEALTH RESOURCES AND SERVICES ADMINISTRATION



NOTICE OF DEEMING ACTION

FEDERAL TORT CLAIMS ACT AUTHORIZATION:

Federally Supported Health Centers Assistance Act (FSHCAA), as amended,  
Sections 224(g)-(n) of the Public Health Service (PHS) Act, 42 U.S.C. § 233(g)-(n)

FTCA DEEMING NOTICE NO:  
1-F00000704-19-01

GRANT NUMBER:  
H80CS00209



NUUESTRA CLINICA DEL VALLE, INC.  
PO BOX 1689  
PHARR, TX78577

Dear Lucy Ramirez Torres:

The Health Resources and Services Administration (HRSA), in accordance with the Federally Supported Health Centers Assistance Act (FSHCAA), as amended, sections 224(g)-(n) of the Public Health Service (PHS) Act, 42 U.S.C. §§ 233(g)-(n), deems NUESTRA CLINICA DEL VALLE, INC. to be an employee of the PHS, for the purposes of section 224, effective 1/1/2020 through 12/31/2020.

Section 224(a) of the PHS Act provides liability protection under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2672, or by alternative benefits provided by the United States where the availability of such benefits precludes a remedy under the FTCA, for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, or related functions by PHS employees while acting within the scope of such employment. This protection is exclusive of any other civil action or proceeding. Coverage extends to deemed entities and their (1) officers; (2) governing board members; (3) full- and part-time employees; and (4) contractors who are licensed or certified individual health care practitioners providing full-time services (i.e., on average at least 32½ hours per week for the entity for the period of the contract), or, if providing an average of less than 32½ hours per week of such service, are licensed or certified providers in the fields of family practice, general internal medicine, general pediatrics, or obstetrics/gynecology. Volunteers are neither employees nor contractors and therefore are not eligible for FTCA coverage under FSHCAA.

This Notice of Deeming Action (NDA) is also confirmation of medical malpractice coverage for both NUESTRA CLINICA DEL VALLE, INC. and its covered individuals as described above. This NDA, along with documentation confirming employment or contractor status with the deemed entity, may be used to show liability coverage for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, or related functions by PHS employees while acting within the scope of such employment.

In addition, FTCA coverage is comparable to an "occurrence" policy without a monetary cap. Therefore, any coverage limits that may be mandated by other organizations are met.

This action is based on the information provided in your FTCA deeming application, as required under 42 U.S.C. § 233(h), with regard to your entity's: (1) implementation of appropriate policies and procedures to reduce the risk of malpractice and litigation; (2) review and verification of professional credentials and privileges, references, claims history, fitness, professional review organization findings, and licensure status of health professionals; (3) cooperation with the Department of Justice (DOJ) in the defense of claims and actions to prevent claims in the future; and (4) cooperation with DOJ in providing information related to previous malpractice claims history.

Deemed health centers must continue to receive funding under Section 330 of the PHS Act, 42 U.S.C. § 254b, in order to maintain coverage as a deemed PHS employee. If the deemed entity loses its Section 330 funding, such coverage will end immediately upon termination of the grant. In addition to the relevant statutory and regulatory requirements, every deemed health center is expected to follow HRSA's FTCA-related policies and procedures, which may be found online at <http://www.bphc.hrsa.gov>.

For further information regarding FTCA, please contact the Health Center Program Support (Formerly the BPHC Helpline) at 877-464-4772, option 1, or using the [BPHC Contact Form](#).

A printer version document only. The document may contain some accessibility challenges for the screen reader users. To access same information, a fully 508 compliant accessible HTML version is available on the HRSA Electronic Handbooks in the FTCA Folder. If you need more information, please contact the BPHC Helpline at 877-974-BPHC (2742); Weekdays from 8:30 AM to 5:30 PM ET.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2020

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).

PRODUCER Higginbotham Insurance Agency, Inc. 1400 N. McColl Rd. #105 McAllen TX 78501	CONTACT NAME: Martha Guerrero	
	PHONE (A/C, No., Ext): 956-668-3509	FAX (A/C, No): 956-687-1286
E-MAIL ADDRESS: mguerrero@higginbotham.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Texas Mutual Insurance Company		22945
INSURER B : The Charter Oak Fire Insurance Co		25615
INSURER C : Travelers Casualty Insurance Company of		19046
INSURER D :		
INSURER E :		
INSURER F :		

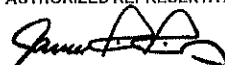
INSURED: Nuestra Clinica Del Valle Inc. P.O. Box 1689 Pharr TX 78577 NUEST

**COVERAGES** **CERTIFICATE NUMBER: 1453584448** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6806C7662001942	12/21/2019	12/21/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	AUTOMOBILE LIABILITY <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			BA0P872230	10/26/2019	10/26/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001093256	12/2/2019	12/2/2020	<input checked="" 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<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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## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Nuestra Clinica del Valle, Inc., possess all of the APPLICABLE:

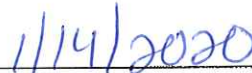
1. Licenses: "See Attached"
2. Bonds: \_\_\_\_\_
3. Certificates: \_\_\_\_\_
4. Permits: \_\_\_\_\_
5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.



Authorized Signature



Date

Nuestra Clinica del Valle, Inc.

Company

P.O. Box 1689

Address

Pharr, TX 78577

City, State, Zip

STATE BOARD OF DENTAL EXAMINERS  
333 GUADALUPE TOWER 3 STE 800  
AUSTIN TX 78701

CAROLYN HUFF  
P O BOX 5652  
MCALLEN, TX 78502



## TEXAS LICENSED DENTIST

**CAROLYN JUNE HUFF**

*is legally qualified to practice Dentistry in this State under the laws of Texas governing such practice*

EXPIRATION DATE

**April 30, 2020**

LICENSE NUMBER 14409

Endorsements:  
Nitrous Oxide

---

David Tillman DDS  
Presiding Officer

STATE BOARD OF DENTAL EXAMINERS  
333 GUADALUPE TOWER 3 STE 800  
AUSTIN TX 78701

OLGA NOURI  
801 WEST 1ST. STREET  
TX  
SAN JUAN, TX 78589



**TEXAS LICENSED DENTIST**

**OLGA REVILLA NOURI**

*is legally qualified to practice Dentistry in this State under the laws of Texas governing such practice*

**EXPIRATION DATE**

**June 30, 2020**

**LICENSE NUMBER 21116**

**Endorsements:**

David Tillman DDS  
Presiding Officer

STATE BOARD OF DENTAL EXAMINERS  
333 GUADALUPE TOWER 3 STE 800  
AUSTIN TX 78701

RYAN CURTIS  
APT. B212  
300 E CAMELLIA AVE  
MCALLEN, TX 78501



## TEXAS LICENSED DENTIST

RYAN F CURTIS

*is legally qualified to practice Dentistry in this State under the laws of Texas governing such practice*

EXPIRATION DATE

August 31, 2021

LICENSE NUMBER 25897

Endorsements:

David Tillman DDS  
Presiding Officer

# Exhibit “D”

CIQ

(Conflict of Interest  
Questionnaire)

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Hidalgo County Clerk  
Arturo Guajardo Jr.  
P.O. Box 58  
Edinburg, Texas 78540

Main: (956) 318-2100

Fax: (956) 318-2105

ORIGINAL COPY

Receipt No: 20200114000326  
Date: 01/14/2020  
Time: 02:13PM  
Deputy Clerk: Elaine Acuna  
Station: CH-1-CC-K31

Issued To: Nuestra Clinica del Valle, Inc.  
801 W 1st St  
San Juan, TX 78589

**Recording Fees**

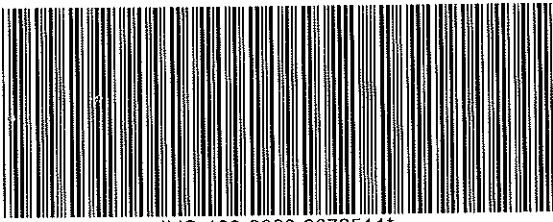
Item No.	Item	Document No.	Serial No.	GF Number	Amount
1	Real Property Recordings	3079511			\$36.00

**Collected Amounts**

Item No.	Payment	Transaction Id	Comment	Amount
1	Cash		956-787-8915	\$40.00

Total Received: \$40.00  
Order Total: \$36.00  
Refund Due: \$-4.00

**Thank you.**



\*VG-120-2020-3079511\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 3079511

Billable Pages: 1

Recorded On: January 14, 2020 02:13 PM

Number of Pages: 2

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 36.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

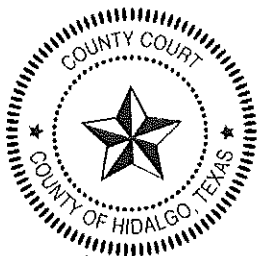
Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 3079511  
Receipt No: 20200114000326  
Recorded On: January 14, 2020 02:13 PM  
Deputy Clerk: Elaine Acuna  
Station: CH-1-CC-K31

**Record and Return To:**

Nuestra Clinica del Valle, Inc.  
801 W 1st St  
Original Returned To Customer  
San Juan TX 78589



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Nuestra Clinica del Valle, Inc.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

"Not Applicable"

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

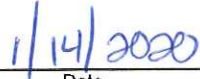
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity  
Lucy Torres, Chief Executive Officer

  
Date

# EXHIBIT "E"

Vendor Application  
W9  
HUB/DBE

# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629 or (956) 292-7612  
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539  
or email: vendor.application@co.hidalgo.tx.us

Company Name: Nuestra Clinica del Valle, Inc. Telephone No. ( 956) 787-8915	
dba Name:	
Legal Name: Nuestra Clinica del Valle, Inc.	
Mailing Address : P.O. Box 1689, Pharr TX 78577 Fax No. ((956) 787-2021	
Physical Address: 801 W. 1st Street	
City, State, Zip	San Juan, TX 78589 Tax I.D. No. 74-1721807
Remit to Address : P.O. Box 1689	City, State, Zip Pharr, TX 78577
E-Mail Address: admin.ncdv@tachc.org	
Representative(s) Name(s) & Title(s) Lucy Torres, Chief Executive Officer	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify	
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____	
State of Incorporation: _____ Date: _____ Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Lucy Torres	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American <input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Nuestra Clinica del Valle, Inc.</b></p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. <b>P.O. Box 1689</b></p> <p>6 City, state, and ZIP code <b>Pharr, TX 78577</b></p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
7	4	-	1	7	2	1	8	0	7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/14/2020</u>
------------------	----------------------------	-------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

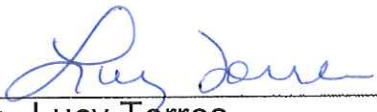
# Exhibit “F”

Certification Regarding  
Debarment

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:   
Print Name: Lucy Torres  
Title: Chief Executive Officer  
Telephone Number: (956) 787-8915  
Date: 1/14/2020

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# Exhibit “G”

Title VI Appendices  
“A” through “E”

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.\*

(\*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.\*

(\*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

# Exhibit “J”

## Proposer’s Affidavit

**EXHIBIT "J"**  
**PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, Lucy Torres, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Qualifications and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

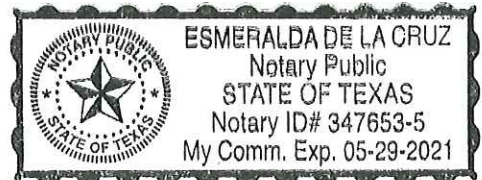
Signature/Title: Lucy Torres CEO

Subscribed and sworn to before me this 14 day of January, 2020

[Signature]

Notary Public

My commission expires: 5/29, 2021



# Exhibit “K”

Provider Online Access Request Form

**DENTIST-ORTHODONTIST ONLINE ACCESS REQUEST FORM**

---

Dentist/Orthodontist can access the County Indigent Health Care Program and must check for patient eligibility and claim status through our website. In order to use the online service you must fill out this form and sign and fax it to 956-318-2019.

Once we receive this form, we will set up a user name and temporary password. We only provide one user account per provider. Should you have any questions please call 956-318-2011. Thank you.

**REGISTRATION:**

Dentist/Orthodontist Name: Carolyn Huff, DDS  
Ryan Curtis, DMD  
Olga Nouri, DMD Fed ID# 74-1721807  
Person requesting access: Larry Gonzalez Title: Billing Supervisor

Address: 801 W. 1st Street, San Juan TX 78589

---

Telephone #: (956) 787-8915 Fax #: (956) 787-2021

**ACKNOWLEDGEMENT**

The undersigned organization by executing this acknowledgment certifies and agrees that in applying and utilizing the Online Services, the undersigned organization will utilize this on-line service only for its intended purpose and only for verification of patients the undersigned is providing dental services and for no other purpose. Any other use of this on-line service may terminate the use of this service by the undersigned organization and may submit the undersigned organization to civil and/or criminal penalties.

  
Signed Name of authorized person

1/15/20  
Date

# Exhibit “L”

## Provider Contact Information

**PROVIDER CONTACT INFORMATION**

Facility Name: Nuestra Clinica del Valle, Inc.  
 Facility Address: 801 W. 1st Street, San Juan TX 78589  
 Facility Telephone # (956) 787-8915 Facility Fax # (956) 787-2021

Facility Tax ID # 74-1721807 Service Type: Dental-Primary Care Provider-LAB  
 Group TPI # Facility TPI # 092951501 Group NPI # Facility NPI # 1891793246

Facility Contact \_\_\_\_\_ Email Address \_\_\_\_\_  
*List all dentist-orthodontist practicing under the above tax ID#, their credentials, TPI # and NPI #*

	Title	Name	TPI	NPI
1	Dentist	Carolyn Huff, DDS	110996904	1447232301
2	Dentist	Olga Nouri, DMD	344333502	1710093398
3	Dentist	Ryan Curtis, DMD	296529501	1942504964
4				
5				
6				
7				
8				
9				
10				

Billing Address 801 W. 1st Street, San Juan TX 78589  
 Billing Telephone # (956) 787-8915 Billing Fax # (956) 787-2021

Billing Contact Larry Gonzalez Email Address lgonzalez.ncdv@tachc.org

**Other Clinic Locations under the same Tax ID #**

Clinic Address 611 N. Bryan Road, Mission TX 78572  
 Clinic Phone # (956) 580-3303 Clinic Fax # (956) 580-1505  
 Facility TPI # 019056301 Facility NPI # 1699803312

Clinic Address \_\_\_\_\_  
 Clinic Phone # \_\_\_\_\_ Clinic Fax # \_\_\_\_\_

Clinic Address \_\_\_\_\_  
 Clinic Phone # \_\_\_\_\_ Clinic Fax # \_\_\_\_\_

Clinic Address \_\_\_\_\_  
 Clinic Phone # \_\_\_\_\_ Clinic Fax # \_\_\_\_\_

If additional lines are needed please use another sheet.

**PROVIDER CONTACT INFORMATION**

Facility Name: Nuestra Clinica del Valle, Inc.  
 Facility Address: 801 W. 1st Street, San Juan TX 78589  
 Facility Telephone # (956) 787-8915 Facility Fax # (956) 787-2021

Facility Tax ID # 74-1721807 Service Type: Dental-Primary Care Provider-LAB  
 Group TPI # Facility TPI # 092951501 Group NPI # Facility NPI # 1891793246

Facility Contact Lucy Torres Email Address admin.ncdv@tachc.org  
*List all dentist-orthodontist practicing under the above tax ID#, their credentials, TPI # and NPI #*

	Title	Name	TPI	NPI
1	Dentist	Carolyn Huff, DDS	110996904	1447232301
2	Dentist	Olga Nouri, DMD	344333502	1710093398
3	Dentist	Ryan Curtis, DMD	296529501	1942504964
4				
5				
6				
7				
8				
9				
10				

Billing Address 801 W. 1st Street, San Juan TX 78589  
 Billing Telephone # (956) 787-8915 Billing Fax # (956) 787-2021  
 Billing Contact Larry Gonzalez Email Address lgonzalez.ncdv@tachc.org

*Other Clinic Locations under the same Tax ID #*

Clinic Address 611 N. Bryan Road, Mission TX 78572  
 Clinic Phone # (956) 580-3303 Clinic Fax # (956) 580-1505  
 Facility TPI # 019056301 Facility NPI # 1699803312

Clinic Address \_\_\_\_\_  
 Clinic Phone # \_\_\_\_\_ Clinic Fax # \_\_\_\_\_

Clinic Address \_\_\_\_\_  
 Clinic Phone # \_\_\_\_\_ Clinic Fax # \_\_\_\_\_

Clinic Address \_\_\_\_\_  
 Clinic Phone # \_\_\_\_\_ Clinic Fax # \_\_\_\_\_

If additional lines are needed please use another sheet.