

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

CONTRACT FOR SERVICES
C-14-111-05-27

THIS AGREEMENT is made as of the 27TH day of, May, 2014 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and Dr. Gumaro Garza, M.D. (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

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

1. Physician agrees to provide to the Jail and its Clients the services specified in the Request for Qualifications (RFQ) and Response to Request for Qualifications attached as Exhibit "A" and Exhibit "B" respectively and incorporated herein. In the event of any discrepancy or inconsistency, the Request for Qualifications shall control. These services include, but are not limited to:

- (a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;
- (b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- (c) Conduct physical examinations of the Clients as required by the Jail;
- (d) Conducting other evaluations and tests on each client as required by the

- Jail;
- (e) Interpreting the results of any test conducted under (c) or (d) above and submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;
 - (f) Together with a nurse, provided at the sole cost and expense of the Jail, Physician will conduct and/or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up on medications, treatments and similar requirements;
 - (g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.
 - (h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities; Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;
 - (j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Jail or the Texas Commission on Jail Standards;
 - (k) Physician shall permit Jail and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
 - 1. Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;
 - 2. Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
 - 3. The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmary Department;

2. Contractor represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall

immediately notify the Hidalgo County Sheriff of such suspension or revocation.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must include an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated in the according to the negotiated monthly amount as evidenced in Exhibit "B1" entitled Negotiated Monthly Amount for the services provided to the Jail hereunder.

4. Contractor must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's Civil Service Program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Jail and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all by providing ninety (90) days written notice. Contractor agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Contractor agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Contractor agrees to provide professional liability insurance covering his activities in providing the services to County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code and according to Exhibit "C" entitled Insurance Requirements, and shall furnish County a certificate

issued by the insurer that such insurance is in full force and effect.

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

8. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on **May 27, 2014** and end on **May 01, 2016** with the option to renew for two (2) one (1) year options reserved solely with the County.

12. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

County of Hidalgo, Texas
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Contractor:

Dr. Gumaro Garza
502 S. Closner Blvd.
Edinburg, TX 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. Contractor shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Contractor under this Contract. Said indemnity

shall cover any act or failure to act by the Contractor, its agents or employees.

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

WITNESS our hands in duplicate originals this _____ day of _____, 2014.

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST.

By: Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 5/27/14 RO

PHYSICIAN:

By: Gumaro Garza
Dr. Gumaro Garza

Approved by Commissioners' Court on: _____

Approved as to form:

Office of Criminal District Attorney
Rene Guerra

By: Michael L. Garza W/P
Michael L. Garza, Assistant District Attorney

**EXHIBIT “A”
RFQ
REQUIREMENTS**

EXHIBIT "A"

REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

**"PROFESSIONAL PHYSICIAN SERVICES
FOR INMATES-HIDALGO COUNTY
ADULT DETENTION FACILITY (JAIL)"**

RFQ No. 2014-000-00-00-YZV

Hidalgo County will be accepting Statements of Qualifications from qualified Physician(s) to provide physician services for Hidalgo County Adult Detention Facility (Jail). The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas physician(s)). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Physician(s) Services for the Adult Detention Facility (Jail)". **Request For Qualifications**" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, Month 00, 2014**. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: **2014-000-00-00**

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

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

Physical Address:

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

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, Month 00, 2014 at 5:00 p.m. Responses will be sent to all applicants by Friday, Month 00, 2014. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly 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, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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

ELECTRONIC TRANSMISSION OF RFQ: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications/proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

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

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

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

SECTION II -RFQ REQUIREMENTS

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

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

PROJECT OVERVIEW:

The County of Hidalgo must provide pursuant to Texas Commission on Jail Standards provisions, Chapter 273, "Health Services", (medical, dental and health services) in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital or similar service.

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail), including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (5) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;
- Must provide sick call hours of four (4) hours per week at the Hidalgo County Adult Detention Facility (Jail).

Term of Agreement: The term of the agreement will be for an initial period of 2 years with the County's option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS . The qualified physician(s) should add copies of their certificate of license from the Texas Board of Medical Examiners.

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

- a. Providing and maintaining a medical license under which all medical activities of the Sheriff's Office employees will take place;
- b. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- c. Conducting physical examinations of the Clients as required by the Department;
- d. Conducting other evaluations and tests on each Client as required by the Department;
- e. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
- f. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility (Jail) who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmery Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
- g. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
- h. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
- i. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
- j. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
- k. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

- l. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;
- m. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
- n. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmity Department;

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

PART III -SELECTION & SCHEDULES

SELECTION PROCEDURES:

RFQ submittal evaluation will be based on the criteria outlined below,

PROPOSAL RANKING: Departmental Committees will evaluate and rank the written RFQ. After the RFQ have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: If negotiations prove unsuccessful, the next highest ranked physician will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ.

TERMINATION OF SERVICES:

Any contract awarded to a qualified physician will be in effect until (a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

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

EVALUATION:

The evaluation system consists of a 100-point system. The physician(s) will be ranked after evaluation. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined in Exhibit "B".

**EXHIBIT “B”
RFQ
RESPONSE**

GUMARO xxx GARZA MD
502 S CLOSNER BLVD
EDINBURG TX 78539-4660

TEXAS MEDICAL BOARD	
IDENTIFICATION CARD	
LICENSE/PERMIT NUMBER E7943	EXPIRATION DATE 05/31/2015
GUMARO xxx GARZA MD 502 S CLOSNER BLVD EDINBURG TX 78539-4660	
PHYSICIAN FULL PERMIT	

TEXAS MEDICAL BOARD	
P.O. BOX 2028 - AUSTIN, TEXAS 78768-2028	
PHYSICIAN FULL PERMIT	
LICENSE/PERMIT NUMBER E7943	EXPIRATION DATE 05/31/2015
GUMARO xxx GARZA MD 502 S CLOSNER BLVD EDINBURG TX 78539-4660	
THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS	

TEXAS CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE

REGULATORY SERVICES DIVISION, LICENSING AND REGISTRATION SERVICE
TEXAS DEPARTMENT OF PUBLIC SAFETY
CONTROLLED SUBSTANCES REGISTRATION, PO Box 4097, Austin, Texas 78773

DPS REGISTRATION NUMBER: 60031130
DATE EXPIRED: 03/31/2014
FEE PAID: YES

SCHEDULES: 2, 2N, 3, 3N, 4, 5
BUSINESS ACTIVITY: PRACTITIONER
DATE ISSUED: 03/13/2013

REGISTERED NAME AND ADDRESS:
GUMARO GARZA, MD
502 SOUTH CLOSNER
EDINBURG, TX 78539



THIS REGISTRATION IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND NOT VALID AFTER THE EXPIRATION DATE.

NAK 29 (R. 10) CERTIFICATE MUST BE READILY RETRIEVABLE AT ALL TIMES

TEXAS DEPARTMENT OF PUBLIC SAFETY

DPS REGISTRATION NUMBER: 60031130
DATE EXPIRED: 03/31/2014

SCHEDULES: 2, 2N, 3, 3N, 4, 5
REGISTERED NAME AND ADDRESS:
GUMARO GARZA, MD
502 SOUTH CLOSNER
EDINBURG, TX 78539

**PROPOSER'S AFFIDAVIT
Exhibit "E"**

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Guemaro Garza, 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 other 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 other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal 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 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: Guemaro Garza, MD

Subscribed and sworn to before me this 16th day of April, 2014.

Diane M. Salinas

Notary Public

My commission expires: 2/8, 2018.



**EXHIBIT “B1”
NEGOTIATED
MONTHLY
AMOUNT**



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

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Dr. Gumaro Garza

From: Yolanda Velasquez, Buyer III *YV*
For: Martha L. Salazar, CPPB
Hidalgo County Purchasing Dept.

Date: May 20, 2014

Re: Negotiation for -"Hidalgo County-Sheriff's Office - "Professional Physician Services for Inmates" (RFQ 2014-111-04-30-YZV)

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday morning (May 20, 2014), please be advised that you have been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Wednesday, May 21, 2014.

Best and final offer of the proposed contract rate of \$ 3,600.00.

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

Signed: *Gumaro Garza*

Title: MD

Printed Name: GUMARO GARZA

**EXHIBIT “C”
INSURANCE
REQUIREMENTS**

TEXAS MEDICAL LIABILITY INSURANCE UNDERWRITING ASSOCIATION
 505 EAST HUNTLAND DR, SUITE 160
 AUSTIN, TEXAS
 PHONE: 512-452-4370

CERTIFICATE OF INSURANCE

This is to certify that: **GUMARO GARZA, M.D.**
 502 SOUTH CLOSNER BLVD.
 EDINBURG, TX 78539

is insured by Texas Medical Liability Insurance Underwriting Association for the types of Insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policy hereinafter described. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy listed below.

Policy Number	Policy Period	Locations to which Certificate Applies	
TX113590	From: 05/25/2013 To: 05/25/2014	State of Texas	
Policy Form	Retroactive Date	Limits of Liability	
	(if applicable)		
<input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made		<input checked="" type="checkbox"/> Each Occurrence <input type="checkbox"/> Each Claim	<input checked="" type="checkbox"/> Aggregate <input type="checkbox"/> All Claims
Physicians and Other Non-Institutional Health Care Providers:	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Excess	<input checked="" type="checkbox"/> \$200,000.00 <input type="checkbox"/>	<input checked="" type="checkbox"/> \$600,000.00 <input type="checkbox"/>
Hospitals and Other Institutional Health Care Providers:	<input type="checkbox"/> Primary <input type="checkbox"/> Excess	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

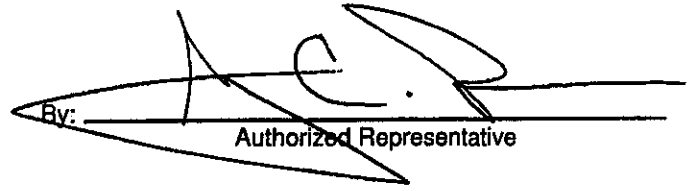
For information purposes only.

CERTIFICATE HOLDER

GUMARO GARZA, M.D.
 502 SOUTH CLOSNER BLVD.
 EDINBURG, TX 78539

06/05/2013

Date

By: 
 Authorized Representative

TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO. COMPANY COMMERCIAL PERSONAL
Safeco Insurance Co.

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
 Y7381661 11/03/13 11/03/14

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER
 2006 LINCOLN TOWNCAR 1LNHM83V66Y647389

AGENCY AGENCY PHONE NO.
 Shepard Walton King Ins. Group 956-682-2841
 SHEPARD WALTON KING INS. GROUP

McAllen, TX 78501

INSURED

Gumaro Garza

2210 Norma Lane
 Edinburg, TX 78539

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

SPANISH TRANSLATION

TRADUCCION DE ESPANOL

Tarjeta de Seguro de Responsabilidad de Texas
 Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y de su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de \$15 por día).

Texas Liability Insurance Card
 Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

08 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any
59 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
RO insurance company of The Hartford Insurance Group shown below.
SBM

GUMAR-1

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 65 SBM R05908 SC

SPECTRUM POLICY DECLARATIONS ORIGINAL

*2100265R059080115 01249

Named Insured and Mailing Address: DR GUMARO GARZA
(No., Street, Town, State, Zip Code)
502 S CLOSNER
EDINBURG TX 78539

Policy Period: From 03/04/14 To 03/04/15 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: SHEPARD WALTON KING INS GROUP
Code: 811782

Previous Policy Number: 65 SBM R05908

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$425 MP



Countersigned by _____
Authorized Representative Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 65 SBM R05908

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

**502 S CLOSNR BLVD
EDINBURG TX 78539**

**Description of Business:
Medical Office - Other**

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

**INSIDE THE PREMISES
OUTSIDE THE PREMISES**

**NO COVERAGE
NO COVERAGE**

APPROVED

AI-44505

Purchasing Department 18. F. 1.

CC - REGULAR

Meeting Date: 05/27/2014

Submitted For: Hon. J.E. Guerra,
HC-Sheriff

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract with Dr Gumaro Garza, MD for "Professional Physician Services for Hidalgo County Inmates" project RFQ 2014-111-04-30-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-423-21-280-002-0-331

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Signed BAFO

Legals Review & Okay

C-14-111-05-26-Dr. Gumaro Garza

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/20/2014 04:32 PM
Budget & Management	Merlen P. Munoz	05/20/2014 04:37 PM
Purchasing Department	Marty Salazar	05/21/2014 01:38 PM
Budget & Management	Debbie Tamez	05/21/2014 04:07 PM
Auditor's Office	Monica Badillo	05/23/2014 03:24 PM
Form Started By: Yolanda Velasquez		Started On: 05/13/2014 10:14 AM
Final Approval Date: 05/23/2014		



**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
May 27, 2014
9:30 A.M.**

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

Start 9:31

- ✓ 1
- ✓ 2
- ✓ 3
- ✓ 4
- ✓ 5

Roll Call *Flores out*

Pledge of Allegiance

Prayer

Approval of Consent Agenda

Open Forum

1
2 *Opal Billman Re: Divorce*
3 *Juan Cerda Jr. Re: Bldg. Restrictions Pct. 3*
4 *Fern McClurg Re: Item lab + Honda*
5 *Paula Villanueva Re: Solid Waste*

County Judge's Office:

6. ed

A. ✓ AI-44667

1. Status update on activities of the Hidalgo County Veterans Service Office *Re: Emilio de los Santos + Mr. Vasquez*
2. Discussion on implementing schedule for future reporting updates *Re: Paula Villanueva*

B. ✓ AI-44716

Discussion on proposed county minimum wage rate of \$10.10/hr. as presented by President Barack Obama *(85 employees) \$137,000/yr.* *Re: Virginia Townsend*

Constables:

7. ed

A. ✓ AI-44614

Constable Pct. 1- Operation Stonegarden/ OPSG (1284): Approval of appropriation of the FY2013 Operation Stonegarden Grant funds for Constable Pct. 1 in the total amount of \$72,527.86.

B. ✓ AI-44599

Constable Pct. 2- Operation Stonegarden/ OPSG (1284): Approval of appropriation of the 2013 Operation Stonegarden Grant funds for the Constable Pct#2 Department in the total amount of \$69,251.87. *Chief Campos*

C. ✓ AI-44609

Constable Pct. 3- Operation Stonegarden/ OPSG (1284): Approval of appropriation of the 2013 Operation Stonegarden Grant Funds for the Constable Precinct 3 Department in the total amount of \$116,118.15. *Chief Gonzalez*

D. ✓ AI-44685

Constable Pct. 4- Operation Stonegarden/ OPSG (1284): Approval of appropriation of the 2013 Operation Stonegarden Grant Funds for the Constable Precinct 4 Department in the total amount of \$122,956.10.

Chief Sanchez

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

Notes:

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

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

A. Hidalgo County

✓

1. AI-44602 Presentation of bids received for the purpose of award and approval of contract documents to multiple responsible vendors submitting the lowest and best bids (meeting all specifications and/or requirements) for: **Purchase of Uniforms and/or Accessories" for Hidalgo County-RFB:2014-052-04-30-SMA.**

B. Pct. 1

ju ✓

1. AI-44514 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional appraisal services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional appraisal services (as needed basis) in Precinct No. 1.

✓

Evaluator	Leonel Garza Jr.,	Professional Appraisal Services	Harvey Henssen HLH	George J. Salazar dba Appraisal Haus	Integra Realty Resources Austin LLC
Scores	89	83 *	84	83 *	77
Ranking	1	3	2	4	5

C. Authority for the Purchasing Department to negotiate a professional appraisal services (as needed basis) contract with the No. 1 ranked firm of

✓ Leonel Garza Jr. for appraisal services for Precinct No. 1.

2. AI-44509 Award of contract to the lowest and best bid received from the sole responsible bidder, Agustin Gomez, dba, Wastewater Services (as detailed in tabulation sheet contained herein) & meeting specifications and/or requirements for HC-Request for Sealed Quotes titled: Hidalgo County Precinct No.1 - "Waste Water Management System"-project No.: 2014-083-04-23-SGS.

C. Pct. 2

1. AI-44701 Requesting approval of Supplemental Agreement No. 1 for R. Gutierrez Engineering Corporation, Contract No. C-11-310-01-24 resulting in an estimated

Average	98	91	90
Ranking	1	2	3

✓ c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Gaver Engineering for the provision of professional engineering services for (on call and as needed basis) for Precinct No. 3.

E. **Pret. 4**

✓ 1. AI-44647 **A.** Pursuant to Texas Local Government Code Chapter 263.006, requesting authority to publish a notice for the Sale or Exchange of Property described as a 0.935 acre tract lying in Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas;

✓ **B.** Presentation of the market value appraisal in order for Commissioner's Court to set the minimum bid for the sale of property located in Precinct #4 and as approved for disposition through "Sale or Exchange of Real Property"; a 0.935 acre tract lying in Tract 84, with the FMV appraisal amount dictating/setting a Minimum Bid Amount at \$10,500.00.

F. **Sheriff's Office**

✓ 1. AI-44505 Acceptance and approval of the final negotiated contract with Dr Gumaro Garza, MD for "Professional Physician Services for Hidalgo County Inmates" project RFQ 2014-111-04-30-YZV.

19. **Executive Officer - Valde Guerra: (MB)**

✓ **A.** Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

✓ **B.** Requesting engagement with the firm of Atlas Hall + Rodriguez for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement *21. C*
21. D
Preston Hennickson

○ **B.** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

✓ **C.** AI-44606 **Human Resources (Civil Service):**
Approval to process payment of the following invoice in accordance with Accounting Procedures Manual (Food Policy) through PO #703349:

modify policy

Vendor	Invoice Date	Invoice #	Amount	Purpose/Event
Subway Sandwiches	4/3/14	0000266812	\$52.40	Civil Service Commission Meeting 4/3/14

(IRS Regulations)