

THE STATE OF TEXAS  
COUNTY OF HIDALGO

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FILED
AT 1:50 O'CLOCK P M
AUG 30 2018
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS
BY: <u>JK</u> DEPUTY

**CONTRACT FOR SERVICES**  
**C-18-213-08-21**

THIS AGREEMENT is made as of the 22<sup>nd</sup> day of, August, 2018 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and Sobia Nasir, 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 new hires (the "Clients" ) that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide New Hire Physical Exam and Urine Drug Screen (the "Services") for County.

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in compliance with federal, state, and local laws, rules and regulations and in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

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

1. Contractor represents that she is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. (Exhibit "A"). 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.

2. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the County in a form acceptable to the County. Said statement must include an itemized list of services rendered during the statement period. Upon receipt of said statement, the County shall

submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. The invoices shall be paid by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. Physician shall be compensated according to the fee schedule as evidenced in Exhibit "B" entitled "Fee Schedule" for the services provided to the County hereunder.

3. **Termination:** The County may terminate this contract at any time for any reason or no reason at all by providing ninety (90) days written notice. 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.

4. **Insurance:** Contractor agrees to provide professional liability insurance covering her 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 and will notify the County immediately if any change in coverage occurs for any reason. The County shall be named as an Additional Insured under the Contractor's liability insurance policy.

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

6. **Nondiscrimination:** Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964 as amended. Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

7. **Term:** The term of this Contract shall be for a period of two (2) years and shall commence

on **August 22, 2018** and end on **August 21, 2020** with the option to renew annually subject to approval by the Hidalgo County Commissioner's Court.

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

If to County:	County of Hidalgo, Texas Attention: County Judge 100 East Cano, 2 <sup>nd</sup> Floor Edinburg, Texas 78539
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If to Contractor:	Sobia Nasir M.D 702 W University Dr. Edinburg, Texas 78539
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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.

9. **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.**

10. 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.

11. 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.

12. **Applicable Law and Venue.** 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.

13. **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.

14. **Entire Agreement.** 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.

15. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Contractor, and that Contractor is an independent contractor under this Contract.

16. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

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

to effectuate and carry out the terms of this contract/agreement.

18. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

**WITNESS** our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia  
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.  
Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 8/21/18 ms

PHYSICIAN:  
By: Sobia Nasir  
~~Sobia Nasir M.D.~~ (SN)  
Sobia Nasir MD

Approved by Commissioners' Court on: 8/21/18

Approved as to form:

Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.

By: [Signature]  
Robert Vina, Assistant District Attorney

# **EXHIBIT “A” PHYSICIAN PROFILE**

## **CURRICULUM VITAE**

**Sobia Nasir MD**

**815 S Closner**

**Edinburg, TX, 78539**

**Ph Office: 956-383-0714**

**Fax: 956-383-4222**

### **WORK EXPERIENCE:**

**08/14/2013 – To date - Private Practice**

**08/13/2012 - 08/13/2013 - Hospitalist at Renaissance**

**01/01/2012-08/12/2012 - Private Practice at 252 Lindberg Ave, McAllen, TX, 78501.**

**07/01/2011 – 12/31/2011 – Awaiting Texas Medical License and preparing for American Board of Family Practice Certification Exam.**

**07/01/2008 – 06/30/2011 – Residency training.**

**12/1998 – 12/30/2006 – USMLE step 1, 2 and 3, volunteering at local clinics. Had 3 children, family .**

**01/1997 – 11/1998 – Private Practice , Family Clinic and Clinical Lab, Rawalpindi, Pakistan.**

**01/01/1996 – 12/31/1996 – Internship-Internal Medicine at Services Hospital, Lahore, Pakistan.**

### **EDUCATION:**

#### **RESIDENCY TRAINING:**

**07/2008 – 06/2011**

**University of Texas Health Science Center - McAllen Family Practice Residency Program.**

#### **INTERNSHIP:**

**01/1996-12/1996**

**Internal Medicine-Services Hospital, Lahore, Pakistan.**

#### **ECFMG CERTIFICATION:**

**12/2006**

#### **MEDICAL SCHOOL:**

**01/1990 – 1/1995**

**King Edward Medical College, Lahore, Pakistan.**

**AWARDS/HONORS:**

**1996**

**World Psychiatric Conference-Depression in New Millennium-Member Participant.**

**VOLUNTARY WORK:**

**"Fonterra de Salud "2012- Mentoring and accompanied medical students from UTHSC-San Antonio to Clonias at RGV and blood pressure,blood glucose,lipid testing and social survey.**

**Student Patient Welfare Society – 1991-1992**

**Student Organization for Blood Donation – 1990-1991**

**HOBBIES:**

**Biking,Hiking,Travel.**



## PUBLIC VERIFICATION / PHYSICIAN PROFILE

### PHYSICIAN

**NAME:** SOBIA NASIR MD

**DATE:** 08/17/2018

**THE INFORMATION IN THIS BOX HAS BEEN VERIFIED  
BY THE TEXAS MEDICAL BOARD**

**Date of Birth:** 1972

**License Number:** P1374 Full Medical License

**Issuance Date:** 11/04/2011

**Expiration Date of Physician's Registration Permit:** 11/30/2018

**Registration Status:** ACTIVE

**Registration Date:** 11/08/2011

**Disciplinary Status:** NONE

**Disciplinary Date:** NONE

**Licensure Status:** NONE

**Licensure Date:** NONE

#### **Medical School of Graduation:**

At the time of licensure, TMB verified the physician's graduation from medical school as follows:  
KING EDWARD MED COLL, LAHORE, WEST PAKISTAN

**Medical School Graduation Year:** 1996

#### **TMB Filings, Actions and License Restrictions**

The Texas Medical Board has the following board actions against this physician. (This may include any formal complaints filed by TMB, as well as petitions and/or responses related to licensure contested matters, at the State Office of Administrative Hearings.)

NONE

#### **Investigations by TMB of Medical Malpractice**

Section 164.201 of the Act requires that: the board review information relating to a physician against whom three or more malpractice claims have been reported within a five year period. Based on these reviews, the following investigations were conducted with the listed resolutions.

NONE

**Status History**

Status history contains entries for any updates to the individual's registration, licensure or disciplinary status types (beginning with 1/1/78, when the board's records were first automated). Entries are in reverse chronological order; new entries of each type supersede the previous entry of that same type. These records do not display status type. Should you have any questions, please contact our Customer Information Center at 512-305-7030 or [verifcic@tmb.state.tx.us](mailto:verifcic@tmb.state.tx.us)

**Status Code:** AC**Effective Date:** 11/08/2011**Description:** ACTIVE**Status Code:** LI**Effective Date:** 11/04/2011**Description:** LICENSE ISSUED**THE INFORMATION IN THIS BOX WAS REPORTED BY THE LICENSEE AND  
HAS NOT BEEN VERIFIED BY THE TEXAS MEDICAL BOARD****Gender:** FEMALE**\*Ethnicity:** ASIAN OR PACIFIC ISLANDER**Race:** ASIAN

\* We are in the process of transitioning from the current ethnic origin values to federal standards for race and Hispanic origin. The transition period will allow time for individuals to submit updated race and Hispanic origin data to the TMB.

**Current Primary Practice Address:**

702 W UNIVERSITY DRIVE

EDINBURG , TX 78539-5655

**Years of Active Practice in the U.S. or Canada:**

The physician reports that he/she has actively practiced medicine in the United States or Canada for **3** year(s).

**Years of Active Practice in Texas:**

The physician reports that, of the above years he/she has actively practiced in the State of Texas for **5** year(s).

**Specialty Board Certification**

The physician reports that he/she holds the following specialty certifications issued by a board that is a member of the American Board of Medical Specialties or the Bureau of Osteopathic Specialists:

**Specialty Certification:** AMERICAN BOARD OF FAMILY MEDICINE**Date:** 2012

**Primary Specialty**

The physician reports his/her primary practice is in the area of FAMILY PRACTICE.

**Secondary Specialty**

The physician did not report a secondary practice area.

**Name, Location and Graduation Date of All Medical Schools Attended**

NONE

**Graduate Medical Education In The United States Or Canada**

**Program Name:** UTHSCSA-MCALLEN FAMILY PRACTICE RESIDENCY PROGRAM

**Location:** MCALLEN/TEXAS

**Begin Date:** 07/2008

**Type:** RESIDENCY

**End Date:** 06/2011

**Specialty:** FAMIY MEDICINE

**Hospital Privileges**

The physician reports that he/she has hospital privileges in the following in the State of Texas:

**Hospital:** DOCTORS HOSPITAL AT RENAISSANCE

**Location:** EDINBURG

**Hospital:** MCALLEN MEDICAL CENTER

**Location:** MCALLEN

**Hospital:** MISSION REGIONAL MEDICAL CENTER

**Location:** MISSION

**Hospital:** EDINBURG REGIONAL MEDICAL CENTER

**Location:** EDINBURG

**Hospital:** EDINBURG CHILDRENS HOSPITAL

**Location:** EDINBURG

**Utilization Review**

The physician did not report whether he/she provides utilization review.

NONE REPORTED

**Patient Services**

**Accessibility:** The physician reports that the patient service area is accessible to persons with disabilities as defined by federal law.

**Language Translation Services:** The physician reports that the following language translation services are provided for patients: SPANISH,ENGLISH

**Medicaid Participant:** The physician reports that he/she **does** participate in the Medicaid program.

## **Awards, Honors, Publications and Academic Appointments**

### **Optional Information**

The physician may optionally report descriptions of up to five such honors and has reported the following:

NONE

## **Malpractice Information**

Section 154.006(b)(16) of the Act requires that: a physician profile display a description of any medical malpractice claim against the physician, not including a description of any offers by the physician to settle the claim, for which the physician was found liable, a jury awarded monetary damages to the claimant, and the award has been determined to be final and not subject to further appeal. The physician has the following reportable claims.

**Description:** NONE

## **Criminal History**

**Self-Reported Criminal Offenses:**The physician is required to report a description of (1) "any conviction for an offense constituting a felony, a Class A or Class B misdemeanor, or a Class C misdemeanor involving moral turpitude" and (2) "any charges reported to the board to which the physician has pleaded no contest, for which the physician is the subject of deferred adjudication or pretrial diversion, or in which sufficient facts of guilt were found and the matter was continued by a court of competent jurisdiction."

The physician has reported the following:

**Description:** NONE

**Criminal history information is also obtained by TMB from the Texas Department of Public Safety. Resulting action, if any, will be reported under the TMB Action and Non-Disciplinary Restrictions section above.**

## **Disciplinary Actions By Other State Medical Boards**

The physician has reported the following:

**Description:** NONE

**Physician Assistant Supervision**

To obtain primary source verifications, click name

**Description:** NONE

**Advanced Practice Nurse Delegation**

To obtain primary source verifications, click name

**APN Name:** GARZA, TABATHA APN

**APN License Number:** AP138311

**Delegation Location Type:** Practice Site

**Approve Date:** 8/13/2018

**Hours Supervised:** 40

**Dangerous Drugs:** YES

**Controlled Substances:** NO

**Summary of all License/Permit Types**

**Issue Date:**

**Type:**

07/01/2008

PHYSICIAN IN TRAINING PERMIT

11/04/2011

LICENSED PHYSICIAN

[Contact Us](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Compact with Texans](#) | [Website Linking Policy](#)

Please contact Pre-Licensure, Registration and Consumer Services at (512) 305-7030 for assistance.

**TEXAS MEDICAL BOARD**

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

P1374

SOBIA NASIR, MD

PO BOX 1892

MISSION TX 78573-0031

EXPIRATION DATE

11/30/2018

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

# **EXHIBIT “B” FEE SCHEDULE**

**Family Medical Center**

**Sobia Nasir, MD**

702 W. University Dr.

Edinburg 78539

Phone: (956) 383-0714

Fax: (956) 383-4222

Family Medical center with Doctor Sobia Nasir will provide the following pricing for new hires for Hidalgo County Sheriff Department - The policy number is New Hire SS#.

**New hire Physical Exam w/ physician & Urine drug screen visit: \$140.00**

**Includes the following CPT codes**

99213-Office outpatient visit 15 minutes:	<b>\$65.00</b>
81002-Urinalysis, dip stick/table reagent; Non-Automated, w/o mic:	<b>\$10.00</b>
86592-Syphilis test; Qualitative:	<b>\$15.00</b>
80305-Drug test PRSMV Qual OBS per day:	<b>\$50.00</b>
<b>Total: \$140.00</b>	

**New hire visit for Urine Drug Screen only: \$70.00**

**Includes the following CPT codes**

99211-Office Outpatient Visit 5 minutes:	<b>\$20.00</b>
80305-Drug test PRSMV Qual OBS per day:	<b>\$50.00</b>
<b>Total: \$70.00</b>	

# **EXHIBIT “C” INSURANCE REQUIREMENTS**



November 3, 2017

Policy/ID #1-419952 - KJ  
Sobia Nasir, MD

**CLAIMS-MADE  
CERTIFICATE OF INSURANCE  
PROFESSIONAL LIABILITY COVERAGE**

**Insured:** **Sobia Nasir, MD**

**Policy Period:** **01/09/2018 to 01/09/2019**  
(All dates are as of 12:01am standard time)

**Retroactive Date:** **01/09/2012**

**Initial Coverage Date:** **01/09/2012**

**Policy Limits:** **\$100,000/\$300,000**

**Claim/Suit experience in the last 5 year(s): None**

This Certificate of Insurance does not amend, extend or alter the coverage afforded under the above reference policy. Should coverage be amended, altered, or cancelled, the obligation to notify the certificate holder, if any, is solely that of the Insured and failure to provide such notice shall impose no obligation or liability of any kind upon TMLT, its agents or representatives.

This document is supplied for information purposes only, and does not confer any rights or obligations other than those described in the policy. The terms of the policy control over the terms of this document.

A handwritten signature in cursive script that reads "Keri Johnson".

Keri Johnson  
Underwriter

*Heidi*

Road)" within Hidalgo County Precinct No. 4, under agreement# C-15-110-03-31.

c. Pursuant to Article 14 of professional services agreement Nos. C-13-336-12-10 & C-15-110-03-31 with L&G Engineering, are requesting approval to engage the services of Sub-Contractors (R.O.W. Surveying Services, LLC & Ergonomic Transportation Solutions, Inc.) for services mentioned above on both WA2 & WA3.

**D. Health & Human Services Dept.**

*OK*  
1. AI-66219 Acceptance and approval of the final negotiated contract with H-E-B RXtra Advantage for "Online Pharmacy Billing Services" for the Hidalgo County Health & Human Services Department (subject to submittal of current insurance).

**E. Colonia Access Program Pct. 3**

*OK*  
1. AI-66160 A. Acceptance and approval of final construction contract (CC approved to award on 07-03-18) in the amount of \$127,277.50 for contract No. C-CAP-18-168-07-03 for El Flaco Chiquito Subdivision between Hidalgo County and RDH Site & Concrete, LLC as submitted through project engineer Javier Hinojosa Engineering;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (Norma Ceballos) to execute change orders that involve..."an increase or decrease in cost of \$50,000.00 or LESS...". The original contract price may not be decreased by 18 % or more without the consent of the contractor."

**F. Sheriff's Office**

*OK*  
1. AI-66214 A. Approval of exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section 262-024 (a)(4), a professional service;

B. Pursuant to the demonstrated competence under the Professional Procurement Act, Gov't Code 2254.003, acceptance and approval of negotiated engagement/agreements/contracts for the provision of "Physician Services for "New Hire Physical Exam & Urine Drug Screening" for the Hidalgo County Sheriff's Office with Sobia Nasir M.D.

*OK*  
2. AI-66213 Approval to exercise the County's option to extend the first of two/1 year terms under contract # C-17-063-07-25 with Keefe Group, LLC d/b/a Keefe Supply Company for "Commissary Supplies for the Hidalgo County Adult Detention Facility Commissary" on an as-needed basis, for Hidalgo County Sheriff's Office under the same rates, terms & conditions. (Subject to submittal of HB1295 and current insurance)

17. **Open Forum**

- ① *Ken left*
- ② *Joe Rodriguez Re: trash*
- ③ *Jennifer Soza Re: All Valley Waste employee*
- ④ *Ana Mejia Re: All Valley Estate employee*

18. **Closed Session:**  
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

**A. Real Estate Acquisition**