

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

Signature: Karina Esparza
karina Esparza (Nov 14, 2022 11:01 CST)
Email: karina.esparza@co.hidalgo.tx.us

CONTRACT FOR SERVICES
C-22-0395-10-18

THIS AGREEMENT is made as of the 18th day of, October, 2022 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.

W I T N E S S E T H:

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 Hidalgo County Sheriff's Office.

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 October 18, **2022** and end on **October 17, 2024** 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, 2nd Floor
Edinburg, Texas 78539

If to Contractor:

Sobia Nasir M.D
702 W University Dr.
Edinburg, Texas 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.

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 200.237, 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.

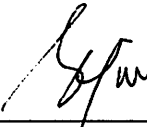
EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON 10/18/2022.

Agenda Item No. 87923

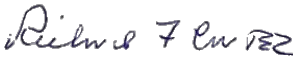
Executive Office: MS

Sobia Nasir MD



Sobia Nasir M.D.

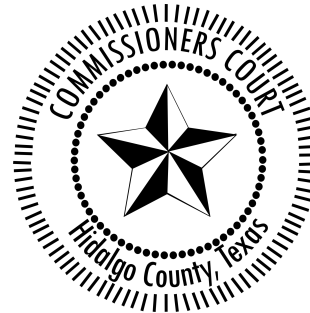
COUNTY:
COUNTY OF HIDALGO



Hon. Richard F. Cortez, County Judge

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

ATTEST:



Robert Viña, III
Robert Viña, III (Nov 10, 2022 16:05 CST)

Robert Viña III, Assistant District Attorney



Arturo Guajardo, Jr., County Clerk

EXHIBIT “A” PHYSICIAN PROFILE



PUBLIC VERIFICATION / PHYSICIAN PROFILE

PHYSICIAN

NAME: SOBIA NASIR MD

DATE: 10/07/2022

**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: 11/30/2024

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 verificic@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 **11** 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 **11** 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: 07/2011

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: 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

Physician Assistant Name: [GOMEZ, ERIKA LIZETH](#)
PA License Number: PA11792
Begin Date: 9/1/2021
Hours Supervised: 16
Prescriptive Delegation: YES
Dangerous Drugs: YES
Controlled Substances: YES

Advanced Practice Nurse Delegation

To obtain
primary
source
verifications,
click name

Description: NONE

Summary of all License/Permit Types

Issue Date:	Type:
07/01/2008	PHYSICIAN IN TRAINING PERMIT
11/04/2011	LICENSED PHYSICIAN

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

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

Includes the following CPT codes

99213-Office outpatient visit 15 minutes: \$65.00

81002-Urinalysis, dip stick/table reagent; Non-Automated, w/o mic: \$10.00

86592-Syphilis test; Qualitative: \$15.00

80305-Drug test PRSMV Qual OBS per day: \$60.00

Total: \$150.00

New hire visit for Urine Drug Screen only: \$80.00

Includes the following CPT codes

99211-Office Outpatient Visit 5 minutes: \$20.00

80305-Drug test PRSMV Qual OBS per day: \$60.00

Total: \$80.00

EXHIBIT “C” INSURANCE REQUIREMENTS



Michelle Harden, MD
Chair

Robert D. Donohoe, CPCU
President and
Chief Executive Officer

**GOVERNING BOARD
OFFICERS**

Russell Krienke, MD
Vice Chair

Tim West, MD
Secretary-Treasurer

BOARD MEMBERS

Gerald "Ray" Callas, MD
William Fleming, III, MD
Lindsey Harris, MD
Leah H. Jacobson, MD
Herb Singh, MD
Sarah Way, MD

P.O. Box 160140
Austin, TX 78716-0140

512-425-5800
800-580-8658
fax: 512-328-5637

Rated A (Excellent)
by A.M. Best Company

The only medical
professional liability
insurance provider
created and exclusively
endorsed by the Texas
Medical Association

September 3, 2022

PERSONAL AND CONFIDENTIAL

Sobia Nasir, MD
PO Box 4290
Edinburg, TX 78540

Policy Number: 1-419952
Renewal Term: 01/09/2023 to 01/09/2024

Dear Dr. Nasir:

It is time for your professional liability coverage to renew with TMLT. As always, we appreciate your continued support of TMLT, and we look forward to providing your coverage in the upcoming year

<u>Credits Included:</u>		<u>Policy Parameters:</u>	
Experience	-\$1,624	Policy Limits:	\$100,000/\$300,000
		Coverage Type:	Claims Made
		Retroactive Date:	01/09/2012
		Rating County:	Hidalgo
		Specialty:	FM/GP-No Sgy
		Renewal Policy Premium:	\$6,495.00
		Medical Director Coverage:	\$250.00
		Estimated Renewal Dividend:	-\$675.00
		Projected Renewal Cost:	\$6,070.00

Please pay only from the invoice and not from this letter or the Declarations Page of the policy.

CME: Receive credit for two courses completed **prior to** your renewal date. Earn up to 6% savings (3% discount for each approved TMLT 2-hr CME course).

Practice Review: Free on-site Practice Reviews are offered by TMLT's Risk Management department. You may earn a 5% premium discount per year for up to 3 policy terms.

Yearly variations in premiums can occur due to changes in policy parameters, recent claim payments, and changes to earned credits. Please do not hesitate to contact us with any questions regarding your coverage.

We appreciate your business and thank you for trusting TMLT with your coverage needs.

Sincerely,

April Galvan
Underwriter
Ext.

cc: USI Southwest, Inc

C-22-0395-10-18-Dr. Nasir-SO

Final Audit Report

2022-11-14

Created:	2022-11-09
By:	Yolanda Velasquez (yolanda.velasquez@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYe4Mu_3z7n2P1uKJHPPr-CsXV3GOkLUw_

"C-22-0395-10-18-Dr. Nasir-SO" History

-  Document created by Yolanda Velasquez (yolanda.velasquez@co.hidalgo.tx.us)
2022-11-09 - 10:03:47 PM GMT
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2022-11-09 - 10:05:45 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2022-11-09 - 10:12:40 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2022-11-09 - 10:12:51 PM GMT - Time Source: server
-  Document emailed to robert.vina@da.co.hidalgo.tx.us for signature
2022-11-09 - 10:12:53 PM GMT
-  Email viewed by robert.vina@da.co.hidalgo.tx.us
2022-11-09 - 10:58:15 PM GMT
-  Signer robert.vina@da.co.hidalgo.tx.us entered name at signing as Robert Viña, III
2022-11-10 - 10:05:32 PM GMT
-  Document e-signed by Robert Viña, III (robert.vina@da.co.hidalgo.tx.us)
Signature Date: 2022-11-10 - 10:05:34 PM GMT - Time Source: server
-  Document emailed to countyjudge@co.hidalgo.tx.us for signature
2022-11-10 - 10:05:36 PM GMT
-  Email viewed by countyjudge@co.hidalgo.tx.us
2022-11-10 - 10:05:51 PM GMT
-  Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F. Cortez
2022-11-14 - 4:18:55 PM GMT





Document e-signed by Richard F. Cortez (countyjudge@co.hidalgo.tx.us)

Signature Date: 2022-11-14 - 4:18:57 PM GMT - Time Source: server



Document emailed to karina.esparza@co.hidalgo.tx.us for approval

2022-11-14 - 4:18:58 PM GMT



Email viewed by karina.esparza@co.hidalgo.tx.us

2022-11-14 - 4:19:03 PM GMT



Signer karina.esparza@co.hidalgo.tx.us entered name at signing as karina Esparza

2022-11-14 - 5:01:07 PM GMT



Document approved by karina Esparza (karina.esparza@co.hidalgo.tx.us)

Approval Date: 2022-11-14 - 5:01:09 PM GMT - Time Source: server



Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2022-11-14 - 5:01:11 PM GMT



Email viewed by arturo.guajardo@co.hidalgo.tx.us

2022-11-14 - 5:32:03 PM GMT



Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.

2022-11-14 - 5:33:34 PM GMT



Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2022-11-14 - 5:33:36 PM GMT - Time Source: server



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2022-11-14 - 5:33:38 PM GMT



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2022-11-14 - 5:33:55 PM GMT



Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)

Approval Date: 2022-11-14 - 5:34:24 PM GMT - Time Source: server



Agreement completed.

2022-11-14 - 5:34:24 PM GMT

