

THE STATE OF TEXAS  
COUNTY OF HIDALGO

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**CONTRACT FOR SERVICES**  
**C-07-109-10-23**

THIS AGREEMENT is made as of the 2<sup>nd</sup> day of, September, 2007 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **Ivan G. Melendez, M.D.** (hereinafter "Health Authority/Chief Physician") 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 Health Authority/Chief Physician of County's Health & Human Services Department (hereinafter "Health Department") that are more specifically set forth hereinafter; and

WHEREAS, Health Authority/Chief Physician has agreed to provide the services enumerated hereinafter for Health & Human Services Department.

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

1. Health Authority/Chief Physician agrees to provide to County and its Health & Human Services Department the services required of a Health Authority/Chief Physician for the County's Health & Human Services Department. These services include, but are not limited to:
  - (a) Providing and maintaining a medical license under which all medical activities of the Health & Human Services Department employees will take place;
  - (b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures and practices performed by the public

health nursing staff;

- (c) Providing medical services and established protocols and practices to implement Texas Department of Health programs in Hidalgo County, including the pre-natal/obstetrical, family planning, women's health, well child, TB control, STD (sexually transmitted diseases) control, and immunization programs, Epi.
- (d) Providing or arranging for 3<sup>rd</sup> trimester care and delivery of high risk women from our program who are unable to find a physician willing to care for them;
- (e) Ensuring that county and state procedures and standards of practice are followed in the clinical/medical operations of the Health & Human Services Department;
- (f) Assisting with the diagnosis and treatment (if needed) of patients with communicable diseases (STD's, TB, etc., 10 to 20 hours/week). Be prepared to undergo additional training/orientation, as necessary, to be able to screen chest x-rays for TB, assess and treat TB patients and STD patients in case the regular provider is unavailable.
- (g) Provide 10 to 20 hours of primary care for indigent patients per week in one of the county clinics;
- (h) The number of hours per week stated in subparagraphs f. and g. includes record reviews and Nurse Practitioner supervision requirements in subparagraph b. The actual time required each week will not normally exceed 16 hours per week.
- (i) Serving as the Health Authority/Chief Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed,

in case of natural disaster/emergency, terrorist attack, or other emergency circumstances;

- (j.) The Health Authority/Chief Physician must report any and all problems or recommended changes in operations of Health & Human Services Department Clinic Facilities to the Health & Human Services Department CAO. The Health Authority/Chief Physician may assist the CAO in developing solutions or implementing changes approved by the CAO. The CAO will not interfere with the Health Authority/Chief Physician's exercise of professional medical judgement in matters relating to medical practices or procedures. The Health Authority/Chief Physician will not interfere with the CAO's exercise of professional administrative and environmental health judgement in all other matters not relating to clinical medicine;
- (k.) The Health Authority/Chief Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by the County, the Health & Human Services Department or the State of Texas. Such records will remain the property of Hidalgo County;
- (l.) The Health Authority/Chief Physician shall, upon request, assist and participate in In-service training sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Health & Human Services Department when requested by the CAO;
- (m.) In the event County exercises it's option to terminate this contract as further described herein the Health Authority/Chief Physician agrees to

continue to render all services until such time as new Health Authority/Chief Physician's contract is awarded.

(n.) The Health Authority/Chief Physician may occasionally be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron, and Starr)-Rio Grande Valley Area. Should travel be required outside the four-county and Rio Grande Valley Area, the Health Authority/Chief Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County employees.

(o.) Need to assist with infectious diseases and surveillance, supervise, and assist with Early Warning Infectious Diseases Surveillance.

2. Health Authority/Chief Physician 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 Health Authority/Chief Physician shall immediately notify the County Judge of Hidalgo.

3. As consideration for the above and foregoing, County agrees to pay Health Authority/Chief Physician the **sum of \$6,150.00** per month commencing **January of 2008** (see "Best And Final Offer" acknowledgment). The Health Authority/Chief Physician shall be paid one half of the monthly compensation on the 15th and 30th of each month unless such date falls on a weekend or holiday in which case payment will be made on the last working day before the weekend or holiday.

4. Health Authority/Chief Physician must comply with all applicable laws and regulations of the State of Texas and County and Health & Human Services Department policies. Notwithstanding the foregoing sentence, Health Authority/Chief Physician represents

and maintains that he is an independent Health Authority/Chief Physician and is not an employee of County, the Health & Human Services Department, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, Health & Human Services Department and/or any agency of County. Health Authority/Chief Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Health Authority/Chief Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Health Authority/Chief Physician agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Health Authority/Chief Physician agrees to continue as Medical Director 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. County may terminate this Contract without cause on ten (10) days advance written notice to Health Authority/Chief Physician.
6. Health Authority/Chief Physician agrees to provide liability insurance covering his activities in providing the services for 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 shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.
7. Health Authority/Chief Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.
8. Indemnification: Health Authority/Chief Physician will indemnify and hold County

harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Health Authority/Chief Physician's or that of any person providing services hereunder through or for the Health Authority/Chief Physician. Upon written notice from the County, the Health Authority/Chief Physician will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Health Authority/Chief Physician will carry proper insurance with the County as an additional named insured. To the extent provided for by law, the County will indemnify and hold the Health Authority/Chief Physician harmless from any claims, actions, liability, or expenses (including costs such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Contract.

9. Health Authority/Chief Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.
10. The term of this Contract shall be for a period of two (2) years and shall commence on **September 2, 2007** and end on **September 1, 2009** with the County's option to renew for two (2) additional one (1) year terms at the same rates, terms and conditions.
11. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal

jurisdiction in Hidalgo County, Texas.

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  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

If to Health Authority/Chief Physician:  
Ivan G. Melendez, M.D.  
1216 North 5<sup>th</sup> St.  
McAllen, Texas 78501

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.

EXECUTED and effective as of the day and year first written above.

Approved by Commissioners' Court of Hidalgo County on this the 23<sup>rd</sup> day of October, 2007.

Approved as to form:  
Atlas & Hall, LLP

By [Signature]  
Steven L. Crain

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

APPROVED BY COMMISSIONER'S COURT  
ON OCTOBER 23 2007

COUNTY OF HIDALGO, TEXAS  
[Signature]

Juan D. Salinas, III, County Judge

Date: 10/29/07

ATTEST:  
[Signature]  
Arturo Guajardo, Jr., County Clerk

Date: 10/29/07

HEALTH AUTHORITY/CHIEF  
PHYSICIAN:

By [Signature]  
Ivan G. Melendez, M.D.

Date: 11-20-07

**EXHIBIT "A"**

**SPECIFICATIONS**

**EXHIBIT A**  
**REQUIREMENTS**

**HIDALGO COUNTY**  
**REQUEST FOR QUALIFICATIONS**

**County Health Authority/Chief Physician Services for Hidalgo  
County Health & Human Services Department  
RFQ NO: 2007-109-07-18-VYG**

Hidalgo County is inviting statements of qualifications from qualified Physicians to serve as the County Medical Authority/Chief Physician for the County Health & Human Services Department . The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas) physician. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "County Health Authority/Chief Physician Services for the County Health & Human Services Department-Hidalgo County" as specified herein. Statements of qualifications will be accepted until 9:30 A.M., Wednesday, July 18, 2007. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:  
RFQ No:2007-109-07-18-VYG  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
100 E. Cano, 4<sup>th</sup> Floor  
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.** The following outlines the Request For Qualifications:

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 100 E. Cano, 4<sup>th</sup> Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, July 11, 2007 at 5:00 P.M. at (956) 318-2629.** Responses will be sent to all applicants via facsimile by Friday, July 13, 2007 at 5:00 P.M.. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

### **PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") 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 that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

### **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 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 that statement to be filed. The disclosure requirement applies to a person or business who 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 participant fails to comply with 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 the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**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 ten (10) 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.

**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.

**PHYSICIAN QUALIFICATIONS-REQUIREMENTS:**

The County of Hidalgo is seeking to contract with a competent qualified physician, to serve as the Health Authority/Chief Physician for the County Health & Human Services Department. This section will contain the minimum requirements to qualify a competent physician to serve as the Health Authority/Chief Physician for the County Health & Human Services Department, including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice in the State of Texas. Copy of current/valid license must be included in this response;
- Must be certified (or eligible for certification) by the Board or Certification of Emergency Medicine or have a minimum of five (5) years experience in the Family Practice and Emergency Medicine.
- Revocation or suspension of the Health Authority/Chief 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/P;
- The qualified physician 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;

**PERSONNEL AND STAFFING:**

The Health Authority/Chief Physician should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Bio graphic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**

This section will contain copies of any licenses, registrations, certifications, as required by Hidalgo County, the State Of Texas, etc. The qualified physician should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit "C"-Insurance Requirements contained

Please Submit completed CIQ forms 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 BIDDER.**

**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 BIDS:**

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 submitter'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 cost 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 the submitters ability to comply with. Any such protest or question regarding the requirements or bidding 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, to have a Purchasing Department representative time/date stamp and initial the envelope.

**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-ASSIGNMENTS:**

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

**TERM OF CONTRACT:**

The term of the agreement will be for an initial period of two (2) years with County's option to renew for two(2) additional one(1) year terms.

herein.

**SCOPE OF SERVICES.**

The Health Authority/Chief Physician Services contract will encompass all project-related Health & Human Services Department 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 Health Department employees will take place;
- b. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures and practices performed by the public health nursing staff;
- c. Providing medical services and established protocols and practices to implement Texas Department of Health programs in Hidalgo County, including the pre-natal/obstetrical, family planning, women's health, well child, TB control, STD (sexually transmitted diseases) control, and immunization programs, Epi.
- d. Providing or arranging for 3<sup>rd</sup> trimester care and delivery of high risk women from our program who are unable to find a physician willing to care for them;
- e. Ensuring that county and state procedures and standards of practice are followed in the clinical/medical operations of the Health Department;
- f. Assisting with the diagnosis and treatment (if needed,) of patients with communicable diseases (STD's, TB, etc., 10 to 20 hours/week). Be prepared to undergo additional training/orientation, as necessary, to be able to screen chest x-rays for TB, assess and treat TB patients and STD patients in case the regular provider is unavailable.
- g. Provide 10 to 20 hours of primary care for indigent patients per week in one of the county clinics;
- h. The number of hours per week stated in subparagraphs f. and g. includes record reviews and Nurse Practitioner supervision requirements in subparagraph b. The actual time required each week will not normally exceed 16 hours per week.
- i. Serving as the Health Authority/Chief Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed, in case of natural disaster/emergency, terrorist attack, or other emergency circumstances;
- j. The Health Authority/Chief Physician must report any and all problems or recommended changes in operations of health & human services department clinic facilities to the Health & Human Services Department CAO. The Health Authority/Chief Physician may assist the CAO in developing solutions or implementing changes approved by the CAO. The CAO will not interfere with the Health Authority/Chief Physician's exercise of professional medical judgement in matters relating to medical practice or procedures. The Health Authority/Chief Physician will not interfere with the CAO's exercise of professional administrative and environmental health judgment in all other matters not relating to clinical medicine;
- k. The Health Authority/Chief Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by the County, the Health & Human Services Department or the State of Texas. Such records will remain the property of Hidalgo County;
- l. The Health Authority/Chief Physician shall, upon request, assist and participate in In-service training

sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Health & Human Department when requested by the CAO;

- m. In the event County exercises it's option to terminate as further described herein the Health Authority/Chief Physician agrees to continue to render all services until such time as new Health Authority/Chief Physician's contract is awarded.
- n. The Health Authority/Chief Physician may occasionally will be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron, and Starr)- Rio Grande Valley Area. Should travel be required outside the four-county and Rio Grande Valley Area, the Health Authority/Chief Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County employees.
- o. Need to assist with infectious diseases and surveillance, supervise, and assist with Early Warning Infectious Diseases Surveillance.

**PHYSICIAN(S) ARE NOT TO PROVIDE A FEE SCHEDULE 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 based on the scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and ten (10) copies.**

**PART III-SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:**

**Proposal Ranking:**

A Departmental Committee will evaluate and rank the written RFQ's. After the RFQ's 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 firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ's.

**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, (d) or until County has engaged the services of a new Health Authority/Chief Physician.**

**PROPOSAL SUBMITTED TO:** An original and ten (10) copies of RFQ's should be submitted to:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building; 100 E. Cano, 4<sup>th</sup> Floor  
Edinburg, Texas 78539

RFQ's must be submitted by **no later than 9:30 a.m. on Wednesday, July 18, 2007.**

**EVALUATION:** The evaluation system consists of a 100-point system. The firms will be ranked after

**EXHIBIT "B"**

**PAYMENT SCHEDULE**



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM  
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Dr. Ivan G. Melendez, MC.

Via Fax: (956) 926-7093

From: Vangie Y. Garcia, Buyer II *[Signature]*  
For Martha L. Salazar, CPRB  
Hidalgo County Purchasing Department

Date: October 4, 2007

Re: "Best and Final Offer" Notice for -"Hidalgo County-Health Authority/Chief Physician Services"  
(RF# NO: 2007-109-07-18-VYG)

Cc: Eddie Olivarez, CEO  
Hidalgo County Health & Humane Services Department

On Tuesday, August 14, 2007, a "negotiation meeting" was held regarding "Hidalgo County Health Authority/Chief Physician Services Project." At that meeting you requested a 20% percent increase to the current contract amount of \$5,580.00. At your requested increase of 20%, this would equate to a new monthly fee of \$6,700.00 a month.

Hidalgo County is requesting that given the County's budgetary constraints, (and that the 2008 County Budget has been adopted by Commissioners Court) that you consider a fee ~~of \$6,700.00 per month, which would take effect (if approved) commencing January of 2008.~~ The current amount of \$5,580.00 per month would continue for the remainder of this year.

Hidalgo County is requesting that you please consider this option and offer request and to please submit your response by no later than 10:00 a.m, Tuesday, October 9, 2007, in order to proceed forward in having Commissioners Court approve the "Best and Final Offer" and approval to proceed forward with the contract.

We ask that you sign below acknowledgment and via fax to (956) 292-7612, if you approve or disapprove to the "Best and Final Offer" request. Thank you.

Approve

Disapprove

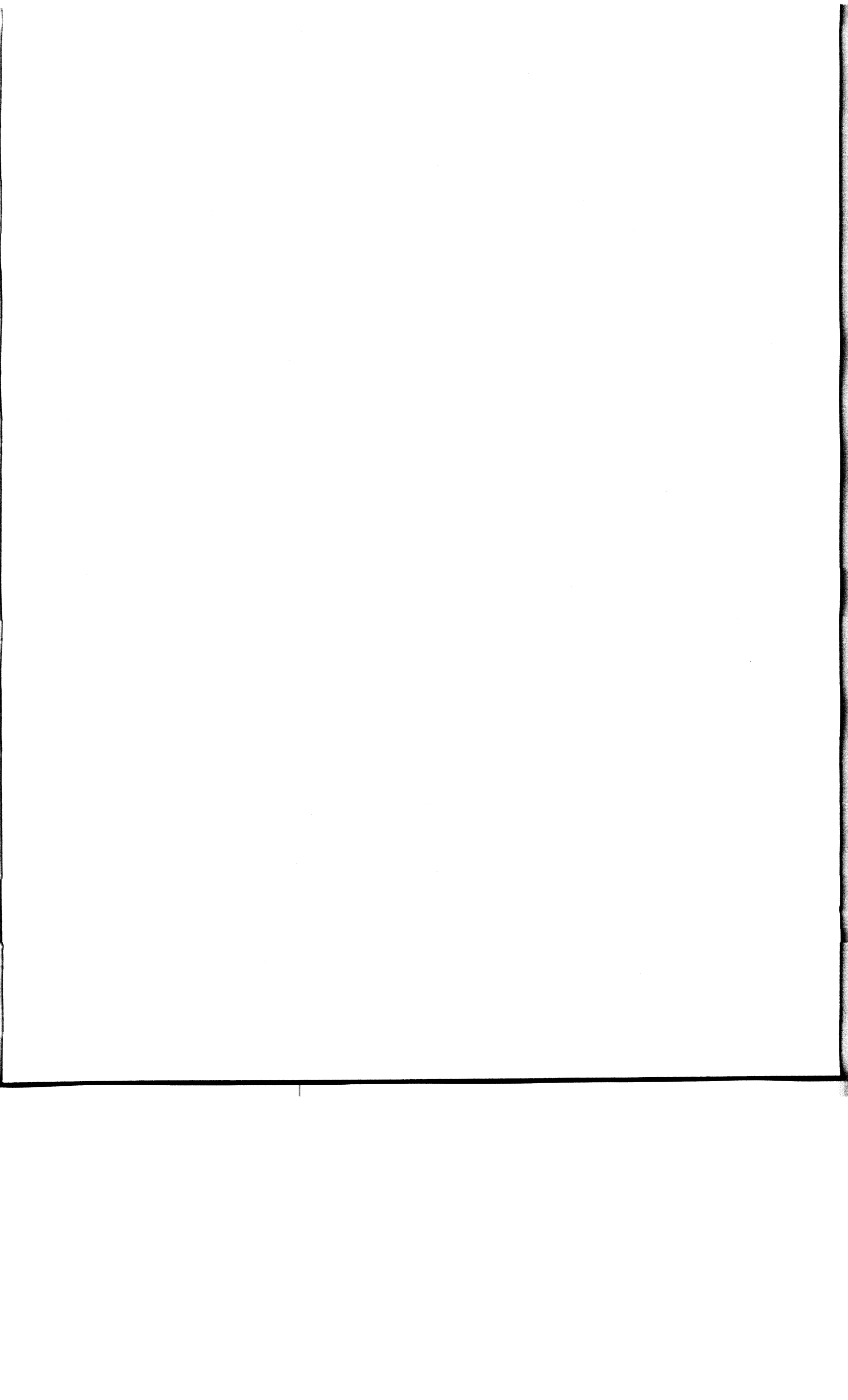
Signed: *[Signature]*

Title: \_\_\_\_\_

Printed Name: Ivan G. Melendez, MD

**EXHIBIT "C"**

**INSURANCE  
REQUIREMENTS**





September 21, 2007

Policy # 1-107893  
Ivan G. Melendez, MD  
2805 Santa Laura  
Mission, TX 78572

**PROOF OF PROFESSIONAL LIABILITY COVERAGE**

Ivan G. Melendez, MD is insured by the TMLT with professional liability coverage from January 03, 2007 to January 03, 2008 at limits equal to or in excess of \$100,000/\$300,000. The retroactive date for this policy is January 03, 2002.

By furnishing this information, TMLT is not agreeing to provide additional information or to update this information should it change or the policy be terminated.

*Tejas Patel*

Tejas Patel  
Underwriter  
Ext. 5886



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2007

<b>PRODUCER</b> INSURANCE BY BILLY PASTOR 625 W PECAN BLVD MCALLEN, TEXAS 78501		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> IVAN MELENDEZ 3304 N BRYAN RD MISSION, TX 78573		INSURER A: PROGRESSIVE 05993115-0 INSURER B: INSURER C: INSURER D: INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	APPLY TO (INSRD)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ (DAMAGE TO RENTED PREMISES (EA OCCURRENCE)) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
A	1	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	05993115-0	09/27/2007	09/27/2008	COMBINED SINGLE LIMIT (Per accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER UNINSURED/ UNDERINSURED	05993115-0	09/27/2007	09/27/2008	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2005 HUMMER H3 VIN# 5GRGN23U25H132503

ADDITIONAL INSURED: HIDALGO COUNTY 2802 S HWY 281 EDINBURG, TX 78539

<b>CERTIFICATE HOLDER</b> ADDITIONAL INSURED HIDALGO COUNTY 2802 S HWY 281 EDINBURG, TX 78539	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



TEXAS MEDICAL LIABILITY TRUST  
 P.O. Box 160140, Austin, Texas 78716  
 "A health care liability claim trust created by the Texas Medical Association"

**THIS IS A CLAIMS-MADE POLICY**

ITEM **DECLARATIONS PAGE** POLICY NO. 1-107893

1 NAMED INSURED (including address) NAMED INSURED IS A:  
 Ivan G. Melendez, MD Individual  
 P. O. Box 3238  
 Mission, TX 78573

2 POLICY PERIOD beginning and ending at 12:01 a.m. FROM 01/03/2007  
 at above stated address TO 01/03/2008

3 PROFESSIONAL LIABILITY COVERAGE  
 Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
	each claim	all claims	
A. Professional Liability	\$ 100,000	\$ 300,000	\$9,167.00
B. Deductible (Refer to Endorsement)	\$ 0		\$0.00
C. Professional Premises Liability	each premise occurrence \$200,000	premise aggregate \$200,000	\$0.00
D. Vicarious Liability	no additional limits		\$0.00
TOTAL PREMIUM			\$9,167.00

4 TYPE OF COVERAGE CLAIMS-MADE RETROACTIVE DATE 01/03/2002

5 Class 1 Principal Practice 81239 FM/GP - NO SURGERY  
 Territory I County HIDALGO

6 FORMS & ENDORSEMENTS PICM0106, 42, 17

CREDITS INCLUDED ABOVE  
 Experience Discount -\$1,018.00

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: 03/09/2007 Countersigned By: *John D. Alexander*  
 TP Authorized Representative of Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

**Affidavit & Indemnity Agreement**

Date: 09-26-2007

Affiant: Dr. Ivan Melendez

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Dr. Ivan Melendez** states he is a sole proprietor doing business as Physician with Hidalgo County under **RFP-2007-109-07-18** dated **July 18, 2007**. Affiant will provide services for Hidalgo County Health and Human Services under a Hidalgo County Purchase Order # as approved on **July 31, 2007**.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

*Ivan Melendez*

Ivan Melendez M.D. Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on 09-26, 2007.

Notary Public, State of Texas - County of Hidalgo

Esperanza Gonzalez



**SPECIAL MEETING - OCTOBER 23, 2007**

**BE IT REMEMBERED, that on this 23<sup>rd</sup> day of October, A.D., 2007, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

<b>HONORABLE JUAN DE DIOS SALINAS, III</b>	<b>HIDALGO COUNTY JUDGE</b>
<b>HONORABLE SYLVIA HANDY</b>	<b>COMMISSIONER, PRECINCT NO. 1</b>
<b>HONORABLE HECTOR (TITO) PALACIOS</b>	<b>COMMISSIONER, PRECINCT NO. 2</b>
<b>HONORABLE JOE M. FLORES</b>	<b>COMMISSIONER, PRECINCT NO. 3</b>
<b>HONORABLE OSCAR L. GARZA JR.</b>	<b>COMMISSIONER, PRECINCT NO. 4</b>

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

DATE 10/26/07  
A true copy I certify  
ARTURO GUAJARDO, JR.  
County Clerk, Hidalgo County, Texas  
By [Signature] Deputy

2. **Presentation for discussion, acceptance, and approval of the final negotiated and professional services contract (subject to legal review) with "Dr. Ivan G. Melendez" for: RFQ NO: 2007-109-07-18-VYG-Hidalgo County-Health Authority/Chief Physician Services.**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

G. Co. Wide

1. **HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS**

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment (s) and County Judge or Presiding Officer to execute necessary/required document(s)

NO ACTION taken on this item.

H. Colonia Access Program Pct. I

1. **A. Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No 1 in the amount of \$184,050.99 and Application No 2 (Retainage) in the amount of \$20,450.11, from IOC Company, LLC contracted vendor for "Mel C Gray Subdivision" submitted by project engineer TEDSI Infrastructure Group. C-CAP-07-020-06-12.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval

**B. Requesting approval of Certificate of Construction Completion submitted by project engineer TEDSI Infrastructure Group reflecting the completion date of October 10, 2007 for "Mel C. Gray Subdivision" with contractor IOC Company, LLC. C-CAP-07-020-06-12.**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

DATE 10/26/07  
A true copy I certify  
ARTURO GUAJARDO, JR.  
County Clerk, Hidalgo County, Texas  
By [Signature] Deputy