

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-11-138-08-30

THIS AGREEMENT is made as of the 2nd day of, September, 2011 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **Dr. Ivan Melendez** (hereinafter "Health Authority/Chief Physician") 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 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 3rd 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 or in the Chief Physicians own clinic/practice;
- (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 20 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 judgment 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 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 Services Department when requested by the CAO;
- (m.) In the event County exercises its 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

September, 2011 (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, 2011** and end on **September 1, 2013** with the County's option to renew for two (2) additional one (1) year terms at the same rates, terms and conditions. Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

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
1615 So. Closner Ste., J
Edinburg, Texas 78539

If to Health Authority/Chief Physician:

Dr. Ivan Melendez

3304 N. Bryan Road
Mission, Texas 78573

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. 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 ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

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

Approved by Commissioners' Court of Hidalgo County on this the 22nd day of August, **2011**.

Approved as to form:
Atlas & Hall, LLP

By _____
Stephen L. Crain

Date: _____

APPROVED BY COMMISSIONERS
COURT ON _____.

COUNTY OF HIDALGO, TEXAS

Ramon Garcia, County Judge

Date:_____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date:_____

HEALTH AUTHORITY/CHIEF
PHYSICIAN:

By_____

Date:_____