



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

August 12, 2013

E-13-263-08-27

Dr. Ivan Melendez
3304 N. Bryan
Mission, Texas 78572

Via email: ivanmelendez1960@hotmail.com
Cert. Mail: 7099-3220-0002-9745-1154
Effective dates: 09-02-2013 thru 09-01-2014

Re: C-11-138-08-30
"Chief Physician Services for Hidalgo County Health Department"

Dear Dr. Melendez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's first of two (2), one (1) year options to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 27, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Tuesday, August 20, 2013, via facsimile to (956) 956-292-7612 or email to: cris.ayala@co.hidalgo.tx.us, so as to meet the agenda request-form deadlines.

By: 

Date: 8/18/13

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

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 30th day of August, **2011**.

Approved as to form:
Atlas & Hall, LLP

By 
Stephen L. Crain

Date: 9-13-11

APPROVED BY COMMISSIONERS
COURT ON 8-30-11

COUNTY OF HIDALGO, TEXAS

Ramon Garcia
Ramon Garcia, County Judge

Date: 9-14-11

Approved by Commissioners' Court
on 8/30/11 *RO*

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

Date: 9-16-11

HEALTH AUTHORITY/CHIEF
PHYSICIAN:

By Dina Windy MD, MBA

Date: September 14th 2010



PURCHASING DEPARTMENT
County of Hidalgo

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

To: Dr. Ivan G. Melendez, MC.

From: Cris Ayala, Buyer III
For Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

Date: August 23, 2011

Re: Negotiation Meeting for -"Hidalgo County-Health Authority/Chief Physician Services"
(RFQ NO: 2011-138-0720-CGA)

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

On Tuesday, August 23, 2011, a "negotiation meeting" was held with you, Ms. Lydia Serna, Josie Escalante, Hidalgo County Health & Human Services Department, Vangie Y. Garcia), Contracts Manager and myself(Cris Ayala)from the Purchasing Department regarding the above-referenced project.

Based on your offer to continue your services at the same rate as the current contracted fee of \$6150.00 per month.

Hidalgo County is requesting that you submit your response including your best and final offer, in order to proceed in finalizing the project.

We ask that you approve by signing below acknowledgment of receipt of this memo and via fax to (956)318-2629, with commitment to submit your response to the request.

Approve

Disapprove

Signed: 

Title: M.D

Printed Name: Ivan Melendez

From: ivanmelendez1960@hotmail.com
To: [Cris Villarreal](mailto:Cris.Villarreal)
Subject: Re: Negotiation Meeting for Chief Physician Services
Date: Tuesday, August 23, 2011 10:44:31 PM

Received and agree c the negotiation summary

Sent from my HTC on the Now Network from Sprint!

----- Reply message -----

From: "Cris Villarreal " <cris.villarreal@co.hidalgo.tx.us>
Date: Tue, Aug 23, 2011 4:20 pm
Subject: Negotiation Meeting for Chief Physician Services
To: <ivanmelendez1960@hotmail.com>
Cc: <eddie.olivarez@hchd.org>, "'Josie Escalante'" <josie.escalante@hchd.org>

Dr. Melendez,

This is just a summary of the meeting held this morning. As discussed and agreed to keep the same fees for services as the current contract in the amount of \$6,150.00 per month. Your new contract will commence on September 2, 2011 with a new term of two (2) years ending on September 1, 2013 and Hidalgo County's option to renew for two additional one (1) year terms.

Attached is a copy of the negotiations memo you signed in regards to the new contract. Please respond by email acknowledgement of this memo if you approve this as the best and final offer ..

Thank you,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph: 956-318-2626
Fax: 956-292-7612
email: cris.villarreal@co.hidalgo.tx.us

Attn: Cris

BILLY PASTOR INS
625 W PECAN
MCALLEN, TX 78501
1-956-668-1283

PROGRESSIVE®**Policy number: 06754310-9**

Underwritten by:
PROGRESSIVE COUNTY MUTUAL INS CO
August 12, 2013
Page 1 of 1

Certificate of Insurance

Certificate Holder

IVAN MELENDEZ
3304 N BRYAN RD
MISSION, TX 78573

Insured

IVAN MELENDEZ
3304 N BRYAN RD
MISSION, TX 78573

Agent

BILLY PASTOR INS
625 W PECAN
MCALLEN, TX 78501

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 11, 2013

Policy Expiration Date: Dec 11, 2013

Insurance coverage(s)**Limits**

BODILY INJURY/PROPERTY DAMAGE

\$500,000 COMBINED SINGLE LIMIT

UNINSURED/UNDERINSURED MOTORIST

\$500,000 COMBINED SINGLE LIMIT

UNINSURED MOTORIST PROPERTY DAMAGE

\$500,000 COMBINED SINGLE LIMIT W/\$250 DED

Description of Location/Vehicles/Special Items**Scheduled autos only**

2011 MERCEDES-BENZ SPRINTER 2500 WD3PE7CC1B5595357

COMPREHENSIVE

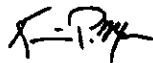
\$1,000 DED

COLLISION

\$1,000 DED

Certificate number

22413NET310





TEXAS MEDICAL LIABILITY TRUST
 P.O. Box 160140, Austin, Texas 78716
 "A health care liability claim must 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 3304 N. Bryan Rd. Mission, TX 78573		Individual	
2	POLICY PERIOD	beginning and ending at 12:01 a.m. at above stated address	PROM	01/03/2013
			TO	01/03/2014
3	PROFESSIONAL LIABILITY COVERAGE Only the "Named Insured" described in Section V, Definitions-I 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
	A. Professional Liability	each claim \$100,000	all claims \$300,000	
	B. Deductible (Refer to Endorsement)	\$0		\$0.00
	C. Professional Premises Liability	each premises occurrence \$200,000	premises aggregate \$200,000	\$0.00
	D. Vicarious Liability	no additional limits		\$0.00
	TOTAL PREMIUM			
4	TYPE OF COVERAGE	CLAIMS-MADE	RETROACTIVE DATE	01/03/2002
5	Class	1	Principal Practice	81239 FM/GP - NO SURGERY
	Territory	IA	County	HIDALGO
6	FORMS & ENDORSEMENTS	PICM0106 (revised to PICMrp10709), 98, 97, 96, 60, 42, 4, 17		
	CREDITS INCLUDED ABOVE			
	Experience Discount	-\$1,624.00		
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:	11/03/2012	Countersigned By:	<i>John A. Alexander</i>
	TP			Authorized Representative of Texas Medical Liability Trust

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

CC Meeting of 8-27-13

A. *Ma*

AI-39990 Presentation for consideration, discussion, acceptance and approval of following with REIM Construction, Inc. for Minnesota Road West "I" Road project, as submitted and recommended by project engineer, Raul Sesin, contract # C-12-273 -12-28:

1. Application for Final Payment in the amount of \$
2. Application for Retainage in the amount of \$
3. Certificate of Construction Completion reflecting the completion date of May 2, 2013.

B. *Ma*

AI-40000 Requesting approval of payment for Invoice #452501/11/XV in the amount of \$ 400.70 submitted by Dannenbaum Engineering Company in connection to contract #C-10-101A-10-05-AIA Agreement for: "Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4"

APPROVED

C. AI-40159 Requesting approval to exercise the first of two (2) one (1) year extension option as provided under the current contract between Hidalgo County Health Department and Dr. Ivan Melendez for "Chief Physician Services" under the same rates, terms and conditions. (C-11-138-08-30)

D. *Ma*

AI-40294 Requesting authority to exercise the additional Three (3) Year term as provided in current contract# C-11-019-09-06) for: "INMATE PAY TELEPHONE SERVICES" for the HIDALGO COUNTY SHERIFF'S OFFICE, under the same rates, terms and conditions with GTL/VALUE ADDED COMMUNICATIONS, INC. (VACI).

E. AI-40374 Requesting authority to re-advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Drainage Spillway Construction for Hoehn Drive Subdivision an Hidalgo County Pct 4 BCAP project (cc previously approved on 07-30-13) as no bids were received.

F. AI-40353 1. Authority to exercise the one (1) year extension option as provided under current contract for "Lease of Space in the City of Alamo" for Hidalgo County WIC Program under the same rates, terms, and conditions with GBB Rentals, LTD.

2. Authority to exercise the one (1) year extension option as provided under current contract for "Armored Car Services" for Hidalgo County under the same rates, terms, and conditions with Rochester Armored Car Co., Inc.

G. AI-40360 TAX OFFICE:

1. Requesting approval and authority to execute user service agreement with Egnyte Hybrid Cloud . for the Tax Office through requisition #236055 in the amount of \$539.88 per year.
2. Acceptance and approval of the continuation of the maintenance services with EGNYTE Hybrid Cloud "Online Service through assigned requisition #236055 in the amount of \$539.88 followed by an approved purchase order including any online services renewals through the life term of the item by Tax Assessor-Collector Department;
3. Approval to pay the continuation annual renewal fees in the amount of \$539.88

CC Meeting of 8-27-13

AI-40159
CC CONSENT

Purchasing Department 13. C.

Meeting Date: 08/27/2013

Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the first of two (2) one (1) year extension option as provided under the current contract between Hidalgo County Health Department and Dr. Ivan Melendez for "Chief Physician Services" under the same rates, terms and conditions. (C-11-138-08-30)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3	ACCT. #: 1100-441-00-340-001-0-331
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Req #241837 as per user dept.	

Attachments

Dept. Approval
Current Contract
Memo-Dr. Melendez

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/23/2013 01:22 PM
Budget & Management	Obdett Calzada	08/23/2013 01:26 PM
Auditor's Office	Monica Badillo	08/23/2013 05:15 PM
Form Started By: Gricelda Villarreal		Started On: 08/12/2013 02:26 PM
	Final Approval Date: 08/23/2013	