

Department. These services include, but are not limited to:

- a) Providing and maintaining a medical license under which all medical activities of the Hidalgo County Health and Human Services Department employees will take place;
- b) Providing standing delegation orders to Advance Clinical Practitioners and all medical staff and supervising medical procedures and practice performed by the public health medical staff;
- c) Providing medical services and established protocols and practices to implement Texas Department of State Health Services programs in Hidalgo County, **including Tuberculosis Control and any additional medical services as requested** by Hidalgo County Health and Human Services;
- d) Ensuring that county and state procedures and Standards of Practice are followed within the clinical/medical operations of the Hidalgo County Health and Human Services;
- e) Assisting with the diagnosis and treatment of patients with communicable diseases.
- f) Participate in **additional training/orientation to to facilitate the screening of chest x-rays for TB, and for assessing and/or treating TB clients. Hidalgo County Health and Human Services will assist in the coordination of training.**
- g) Physician must document compliance with signature log of audit and reviews of medical records to determine compliance in accordance with the Texas Medical Board prescribe authority.
- h) Physician will be responsible to obtain any additional training in communicable diseases which may be required due to unforeseen public health threats. Hidalgo County Health and Human Services will assist in the coordination of training.
- i) Physician Authority will adhere to the Texas Medical Board standards in the supervision of advanced medical staff as indicated by the Texas Medical Board Prescriptive Authority Agreement.
 - In accordance with the Texas Medical Board the Physician must meet once a month at a scheduled time and place with Advance Medical

Practitioners to review medical practices however; Physician must be available to review any other clinic needs by medical staff in the event of an urgent public health circumstance.

- The acceptable means of communication with staff are via face to face interaction, telephone communication, remote electronic communication, telemedicine.
- j)** Serving as Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed, in case of natural disaster/emergency, terrorists attack, or other emergency circumstances;
- k)** Physician must report any problems in operations of the Hidalgo County Health & Human Services Department's clinic facilities to the Department Chief Administrative Officer (CAO). Physician may assist the Chief Administrative Officers (CAO) in a collaborative resolution to any clinical operations.
- Physician will collaborate with CAO and support teams to determine the course of action in the event of a public health emergency.
- l)** Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by Hidalgo County, the Health & Human Services Department, or the State of Texas. Such records will remain the property of Hidalgo County;
- m)** 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 Hidalgo County Health & Human Services Department when requested.
- n)** Physician will participate in the planning and/or coordination of any population health, collaborative primary care and/or medical research practice that will be in collaboration with the University of Texas Rio Grande Valley Medical School and its affiliated partners.
- o)** Physician will be responsible to coordinate coverage by a licensed Family Practice Physician at a minimum in the event of a scheduled or unscheduled absence. Physician must notify the Chief administrative officer on any of the planned or unplanned leave. Physician must meet all requirements of Texas

Medical Board and Hidalgo County. Physician will be responsible to compensate and over see the substitute Physicians professional actions.

- p) In the event Hidalgo County exercises its' option to terminate as further described herein the Physician agrees to continue to render all services until such time as new Physician contract is awarded.;
- q) 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 Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County Employees;
- r) Physician will be responsible to submit a monthly invoice in adherence to County procedures utilizing the sample invoice provided by Hidalgo County Health and Human Services.
- s) **HIPPA & DUA Agreements**-Physician shall agree to execute any and all necessary documents which may be supplemental to the terms of this Agreement and to take all additional actions, including endorsing any and all documents which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- t) **assessment, diagnosis and treatment of individuals with Tuberculosis Disease and Tuberculosis Infection as per CDC and Texas Department of State Health Services Guidelines**
- u) **assessing an average of 7 individuals per week face to face**
- v) **reviewing an average of 40 records per week needing evaluation of Chest x-rays, MD orders for medications and/or recommendations for continuation of care**
- w) **be available for telephone orders**

2. Physician represents that he is 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 Physician shall immediately notify the County Judge of Hidalgo.

3. As consideration for the above and foregoing, County agrees to pay Physician One hundred and Fifty Dollars (\$ 150.00) **per hour with a maximum of sixteen (16) hours a week/hours to be evident as per attachment "B" titled "Activity Log for Contractual Physician"**. The 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. 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, Physician represents and maintains that Physician is an independent Contractor 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. Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Physician agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Physician agrees to continue as Physician for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

7. 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.

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

10. **Indemnification:** 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 Physician's or that of any person providing services hereunder through or for the Physician. Upon written notice from the County, the Physician will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The 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 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.

11. Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

12. This Contract shall be for a period of four (4) months commencing upon Commissioners' Court approval May 10, 2016 and expiring on September 20, 2016 , but in no event to exceed the \$50,000.00 statutory bid limit per calendar year.

13. **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.

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. **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.

16. 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 Physician: Ivan G. Melendez, M.D.
3304 N Bryan Road
Mission , TX 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 Unites States mail.

17. **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 **Physician**. 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 on this the _____ day of _____, 2016.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

PHYSICIAN:

By: _____

Printed: _____

Date: _____

Approved as to form:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"
ACTIVITY LOG FOR CONTRACTUAL PHYSICIAN

EXHIBIT "B"

FEE

EXHIBIT "C"
INSURANCE