

- submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;
- (f) Together with a nurse, provided at the sole cost and expense of the Jail, Physician will conduct and/or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up on medications, treatments and similar requirements;
 - (g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.
 - (h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities;
Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;
 - (j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed be either the Jail or the Texas Commission on Jail Standards;
 - (k) Physician shall permit Jail and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
 - 1. Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;
 - 2. Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
 - 3. The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmary Department;

2. Contractor 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 Contractor shall immediately notify the Hidalgo County Sheriff of such suspension or revocation.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must include an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated in the according to the negotiated monthly amount as evidenced in Exhibit "B" entitled Negotiated Monthly Amount for the services provided to the Jail hereunder.

4. Contractor must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's Civil Service Program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. 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.

6. Contractor agrees to provide professional liability insurance covering his 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.

7. Contractor may not assign the obligations or rights under this Contract to

any person without the prior written consent of County.

8. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on December 01, 2016 and end on December 31, 2018 with the option to renew for two (2) one (1) year options reserved solely with the County.

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 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: Ivan G. Melendez M.D
3304 N. Bryan Rd.
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. 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.

14. 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.

15. 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.

16. 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.

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 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.

18. 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.

WITNESS our hands in duplicate originals this _____ day of _____, 2016.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

PHYSICIAN:

By: _____
Ivan G. Melendez M.D.

Approved by Commissioners' Court on: _____

Approved as to form:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

**EXHIBIT “A”
PHYSICIAN PROFILE**



PUBLIC VERIFICATION / PHYSICIAN PROFILE

PHYSICIAN

NAME: IVAN GILBERTO MELENDEZ BAEZ MD **DATE:** 11/07/2016

**THE INFORMATION IN THIS BOX HAS BEEN VERIFIED
BY THE TEXAS MEDICAL BOARD**

Date of Birth: 1960

License Number: H5188 Full Medical License

Issuance Date: 02/24/1989

Expiration Date of Physician's Registration Permit: 11/30/2018

Registration Status: ACTIVE

Registration Date: 04/25/1989

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:
UNIV OF PUERTO RICO SCH OF MED, SAN JUAN

Medical School Graduation Year: 1987

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: 04/25/1989

Description: ACTIVE

Status Code: LI

Effective Date: 02/24/1989

Description: LICENSE ISSUED

**THE INFORMATION IN THIS BOX WAS REPORTED BY THE LICENSEE AND
HAS NOT BEEN VERIFIED BY THE TEXAS MEDICAL BOARD**

Gender: MALE

***Ethnicity:** HISPANIC

Race: WHITE - of Hispanic origin

* 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.

Place of Birth: PUERTO RICO

Current Primary Practice Address:

1018 BEECH AVE SUITE 100
MCALLEN , TX 78501

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 **27** 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 **27** 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: 1990

Primary Specialty

The physician reports his/her primary practice is in the area of FAMILY PRACTICE.

Secondary Specialty

The physician reports his/her secondary practice is in the area of EMERGENCY MEDICINE.

Name, Location and Graduation Date of All Medical Schools Attended

Name: UPR SCHOOL OF MEDICINE

Location:

Graduation Date: 1987

Graduate Medical Education In The United States Or Canada

Program Name: MISSION HOSPITAL

Location: MISSION,

Begin Date: NONE

Type: NONE

End Date: NONE

Specialty: NONE

Program Name: BAYLOR COLLEGE OF MEDICINE

Location: HOUSTON, TX

Begin Date: 1987

Type: INTERNSHIP

End Date: 1988

Specialty: FAMILY MED

Program Name: BAYLOR COLLEGE OF MED

Location: HOUSTON, TX

Begin Date: 1988

Type: RESIDENCY

End Date: 1990

Specialty: FAMILY MED

Hospital Privileges

The physician reports that he/she has hospital privileges in the following in the State of Texas:

Hospital: RIO GRANDE REGIONAL HOSPITAL

Location: MCALLEN

Hospital: SOLARA HOSPITAL

Location: MCALLEN

Hospital: DOCTORS HOSPITAL AT RENAISSANCE

Location: EDINBURG

Hospital: BROWNSVILLE MEDICAL CENTER

Location: BROWNSVILLE

Hospital: MCALLEN MEDICAL

Location: MCALLEN

Hospital: MISSION REGIONAL MEDICAL CENTER

Location: MISSION

Hospital: LIFECARE HOSPITALS OF SOUTH TEXAS

Location: MCALLEN

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: 2

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: [CARTER, ALMA D PA](#)

PA License Number: PA03526

Begin Date: 3/21/2016

Hours Supervised: 40

Prescriptive Delegation: YES

Dangerous Drugs: NO

Controlled Substances: YES

Advanced Practice Nurse Delegation

To obtain primary source verifications, click name

APN Name: [VALDEZ, REYNALDO APN](#)

APN License Number: AP104507

Delegation Location Type: Practice Site

Approve Date: 8/1/2015

Hours Supervised: 40

Dangerous Drugs: YES

Controlled Substances: YES

APN Name: [RESENDEZ, VERONICA APN](#)

APN License Number: AP126336

Delegation Location Type: Practice Site

Approve Date: 8/3/2015

Hours Supervised: 40

Dangerous Drugs: YES

Controlled Substances: YES

APN Name: [PRUITT-ORR, SHELIA APN](#)

APN License Number: AP104901

Delegation Location Type: Medically Underserved Population

Approve Date: 3/28/2011

Hours Supervised: 40

Dangerous Drugs: YES

Controlled Substances: NO

Summary of all License/Permit Types

Issue Date:

09/16/1987

Type:

[INSTITUTIONAL PERMIT](#)

02/24/1989

[LICENSED PHYSICIAN](#)

[Contact Us](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Compact with Texans](#) | [Website Linking Policy](#)

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

REQUIREMENTS

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail). Must provide sick call hours twice a week of two (2) hours shift (four (4) hours per week) services, including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (3) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the 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;
- The qualified physician(s) 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;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;

Term of Agreement: The term of the agreement will be for an initial period of 2 years with the County's option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

- a. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- b. Conducting physical examinations of the Clients as required by the Department;
- c. Conducting other evaluations and tests on each Client as required by the Department;
- d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
- e. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility

(Jail) who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;

- f. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
- g. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
- h. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
- i. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
- j. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
- k. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;
- l. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
- m. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;
- n. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the county, for adequate coverage during any absence by Physician. The County, through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements.
- o. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this RFQ. Physician may have a qualified substitute physician render services herein requested. The substitute physician must meet the qualifications-requirements as set forth in this RFQ.
- p. Physician must submit the name of the qualified physician to the county and make all necessary arrangements for the performance of services should Physician not be available for a period exceeding forty-eight (48) hours.

Q Fee \$3,900 / month

11/11/16



**EXHIBIT “B”
FEE**

EXHIBIT "B"

**HIDALGO COUNTY – SHERIFF’S OFFICE-
“PHYSICIAN SERVICES FOR INMATES”**

WORK SCHEDULE: TWICE (2) WEEKLY TWO (2) HOUR SHIFT SCHEDULE FOR A TOTAL OF FOUR (4) HOURS A WEEK.

MONTHLY FEE: \$3,900.00

**EXHIBIT “C”
INSURANCE
REQUIREMENTS**



POLICY NUMBER 1-107893

Renewal New Policy

DECLARATIONS PAGE
Professional Liability Insurance Policy
Claims Made

NAMED INSURED: (including mailing address)

NAMED INSURED IS A(N): **Individual**

Ivan G. Melendez, MD
3304 N. Bryan Rd.
Mission, TX 78573

POLICY PERIOD:

Effective Date:

01/03/2016

Beginning and ending at 12:01 a.m.

Expiration Date:

01/03/2017

Retroactive Date:

01/03/2002

SPECIALTY:

FM/GP-No Sgy

TOTAL PREMIUM:

\$6,745

LIMITS OF LIABILITY:

Each *Claim* Limit:

\$100,000

All *Claims* Limit:

\$300,000

MEDEFENSE:

Initial *Endorsement* Effective Date:

12/01/2011

MEDICAL DIRECTOR:

Limit of Liability (each *Claim*/all *Claims*):

\$100,000

(included in the applicable limits of liability listed above or on an attached Schedule of Insureds)

This Declarations Page, along with the coverage forms and *endorsements* attached, completes the above numbered policy and 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: 11/26/2015

Counter Signed By:

Authorized Representative of
Texas Medical Liability Trust

GC

Texas Medical Liability Trust
P.O. Box 160140, Austin, Texas 78716
Main: 800-580-8658, Local: 512-425-5800, Fax: 512-328-5637
www.tmlt.org

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

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Ivan G Melendez MD
 Mission, TX United States

Certificate Number:
 2016-132431

Date Filed:
 11/03/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 County of Hidalgo

Date Acknowledged:
 11/08/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 C16-379A-11-15
 Physician Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2016-132431

Date Filed:
 11/03/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ivan G Melendez MD
 Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

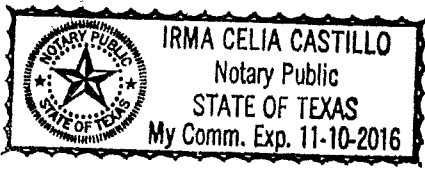
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C16-379A-11-15
 Physician Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Ivan G Melendez
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ivan G, Melendez this the 3rd day of November, 2016, to certify which, witness my hand and seal of office.

Irma Celia Castillo Signature of officer administering oath
 Irma Celia Castillo Printed name of officer administering oath
 Notary Public Title of officer administering oath