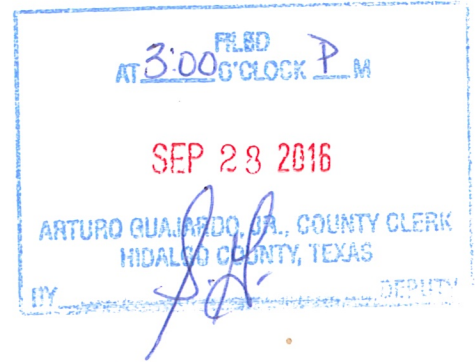


STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO



**FIRST AMENDMENT TO
CONTRACT #C-16-089-05-10**

This AMENDMENT to the CONTRACT is made this 06th day of September of 2016 by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **IVAN MELENDEZ M.D.** (the "PHYSICIAN").

WHEREAS, COUNTY and PHYSICIAN entered into a Short Term Contract on May 10, 2016 (the "CONTRACT"), that expires on September 20, 2016, in which the PHYSICIAN agreed to assist and support Hidalgo County Health & Human Services Department with a person to provide the services necessary to act as Physician for treating Tuberculosis ("TB") clients as well as other medical services as described in the CONTRACT; and

WHEREAS, the COUNTY now requires an amendment to extend the "term" of the CONTRACT due no regional physician hired thru Texas Department of State Health Services (DSHS) and Physician Services are still needed to assist and support the Hidalgo County Health & Human Services Department for treating TB clients as well as other medical services as described in the CONTRACT;

WHEREAS, the COUNTY AND PHYSICIAN now desire to amend the CONTRACT as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY AND PHYSICIAN hereby agree to the following amendment to the CONTRACT:

1. The term of this CONTRACT shall be extended to December 31, 2016;
2. Except as modified herein, all terms and conditions of the CONTRACT, as amended, remain in full force and effect. COUNTY and PHYSICIAN ratifies and confirms the terms and provisions of the CONTRACT as amended herein.

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

HIDALGO COUNTY

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr.
Hon. Arturo Guajardo, Jr. County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 9/13/16 *mb*

PHYSICIAN:

By: Ivan Melendez M.D.

APPROVED AS TO FORM:

H. C. Office of Criminal District Attorney's
Ricardo Rodriguez, Jr.

By: Victor M. Garza
Victor M. Garza, Assistant District Attorney

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:
 2016-106857

Date Filed:
 08/31/2016

Date Acknowledged:
 09/02/2016

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

Dr Ivan Melendez
 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.

C-16-089-05-10- 1st Amendment
 Medical 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

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

Certificate Number:
2016-106857

Date Filed:
08/31/2016

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:

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.
C-16-089-05-10- 1st Amendment
Medical Services

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

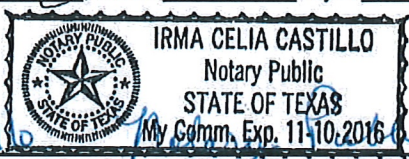
5 Check only if there is NO Interested Party.


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 Dr. Ivan Melendez, this the 1st day of Sept., 2016, to certify which, witness my hand and seal of office.




Signature of officer administering oath

Irma Celia Castillo
Printed name of officer administering oath

My Comm. Exp. 11-10-2016
Title of officer administering oath



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 13, 2016
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the court were in attendance.

2. Pledge of Allegiance

Judge Garcia led the courtroom in Prayer.

3. Prayer

Mrs. Virginia Townsend led the courtroom in Prayer.

Commissioner Palacios stepped out of the meeting.

4. Approval of Consent Agenda

The court approved the entire consent agenda.

5. District Attorney's Office:

A. AI-56305 DA's - State Supplement (1281):

1. Requesting approval to accept the FY 2016-2017 D.A. State Supplement in the amount of \$22,500.00 (09/01/2016 to 08/31/2017).

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Approval of certification of revenues as certified by the County Auditor for the FY 2016-2017 D.A. State Supplement Grant.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

September 13, 2016

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

12.

Purchasing Department:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A.

Pct. 1

1. **AI-56279** a. Acceptance and approval of a Professional Services Agreement #C-16-257-09-13 with Jimenez Engineering Solutions, LLC d/b/a INTERNATIONAL CONSULTING ENGINEERS for the purposes of "professional engineering services" for: [FEMA Projects] - located within Hidalgo County Precinct No. 1, subject to compliance with HB1295 [if and when applicable]
- Site 1 Mile 1-1/2 West between Mile 11 North and Mile 12 North Edcouch, TX
 - Site 3 Jesus Flores Road Edcouch, TX
 - Site 4 Englemen Road between Valdez and FM 2812 Edcouch, TX
 - Site 5 Las Cumbres Drive between FM 493 and address 12880 Edcouch, TX
 - Site 6 Mile 20 North between FM 493 and Mile 7 West Edcouch, TX

Mrs. Fong explained that the contract runs through September 14, 2017 but the monies used for this project are FEMA funds that are only good till November 2016.

Mr. Cruz informed that they're working with the precinct and have submitted the extension. Disclosing that they're going to approve a 6 months extension.

Commissioner Flores joined the meeting.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- b. Acceptance and approval of Work Authorization No. 1 (with an

September 13, 2016

4. **AI-55555** Presentation of low bid received meeting all specifications and/or requirements for the purposes of award of Bid/Contract for: "Pit Run Caliche" - Hidalgo County Pct 4, in connection to project no.: 2016-230-07-06-SGS.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Mr. Valde Guerra informed that the vendor is Roy's Hauling Services.

Court proceeded back to Open Forum.

D. IT Department:

1. **AI-56250** Acceptance and approval of the Amendment to the End User License Agreement between Tyler Technologies, Inc. and Hidalgo County for the maintenance and support services.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E. * Health & Human Services Dept.

- ✓ 1. **AI-56112** Approval of "First Amendment" to Service Agreement C- 16-089-05-10 between Hidalgo County Health & Human Services Department and Ivan Melendez M.D. (Physician) for the provision of Physician Services (TB Clients) [as permitted under the terms of the agreement] with compliance with HB 1295.

✓ On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

F. District Clerk

1. **AI-56185** Requesting the continuation of the preservation of historical record books volumes and the paper conservation with Kofile Preservation, Inc. thru our membership participation with TXMAS (Texas Multiple Awarded Schedule) 13-36010 in the amount of \$124,999.88 for the Hidalgo County District Clerk's Office thru requisition 305228 .

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Yoli

APPROVED

AI-56112

Purchasing Department 12. E. 1.

CC - REGULAR

Meeting Date: 09/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of "First Amendment" to Service Agreement C- 16-089-05-10 between Hidalgo County Health & Human Services Department and Ivan Melendez M.D. (Physician) for the provision of Physician Services (TB Clients) [as permitted under the terms of the agreement] with compliance with HB 1295.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1100-444-00-240-005-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 09/02/16.

Attachments

Amendment-16-089

Form 1295

LEGALS-OKAY

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Letty Saenz	09/02/2016 09:28 AM
Budget & Management	Veronica Ortiz	09/02/2016 09:33 AM
Final Approval	Monica Badillo	09/09/2016 05:34 PM
Form Started By: Yolanda Velasquez		Started On: 08/29/2016 10:34 AM
Final Approval Date: 09/09/2016		

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

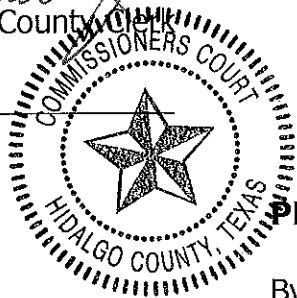
By: Ramon Garcia
Ramon Garcia, County Judge

Date: 5/17/16

ATTEST:

By: Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

Date: 5/18/16



APPROVED BY
COMMISSIONERS' COURT
ON: 5/16/16

PHYSICIAN:

By: Ivan G. Melendez

Printed: Ivan G. Melendez, MD

Date: 05/11/2016

Approved as to form:

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

By: Victor M. Garza
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"
ACTIVITY LOG FOR CONTRACTUAL PHYSICIAN



PUBLIC VERIFICATION / PHYSICIAN PROFILE

PHYSICIAN

NAME: IVAN GILBERTO MELENDEZ BAEZ **MD DATE:** 04/29/2016

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: 11/30/2016

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 verific@tmb.state.tx.us

Status Code: AC
Description: ACTIVE

Effective Date: 04/25/1989

Status Code: LI
Description: LICENSE ISSUED

Effective Date: 02/24/1989

**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:

833 W. DOVE
MCALLEN, TX 78504

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

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: 11

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

Description: NONE

Advanced Practice Nurse Delegation

To obtain
primary source
verifications,
click name

APN Name: PRUITT-ORR, SHELIA APN

APN License Number: AP104901

Delegation Location Type: Practice Site

Approve Date: 12/2/2013

Hours Supervised: 40

Dangerous Drugs: YES

Controlled Substances: YES

APN Name: VALDEZ, REYNÁLDO 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: 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: 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

Summary of all License/Permit Types

Issue Date:	Type:
09/16/1987	<u>INSTITUTIONAL PERMIT</u>
02/24/1989	<u>LICENSED PHYSICIAN</u>

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

EXHIBIT "B"

FEE

EXHIBIT "B"
HIDALGO COUNTY – HEALTH AND HUMAN SERVICES DEPARTMENT
"PHYSICIAN SERVICES"

FEE: SIXTEEN (16) HOURS MAX PER WEEK @ \$150.00 PER HOUR

EXHIBIT "C"
INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER INSURANCE BY BILLY PASTOR 625 W PECAN MCALLEN, TX 78501	CONTACT NAME: EDUARDO PASTOR PHONE (A/C No.): 956-668-1283 FAX (A/C No.): 956-668-1874 E-MAIL ADDRESS: EDUARDOPASTOR@AOL.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: LLOYD'S OF LONDON INSURER B: PROGRESSIVE INSURER C: INSURER D: INSURER E: INSURER F:
INSURED IVAN MELENDEZ 3304 N BRYAN RD MISSION, TX 78573	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	LDDZB-J	10/10/2015	10/10/2016	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ EXCLUDED \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	06754310-6	12/11/2015	06/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION:					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER INCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MEDICAL OFFICES

CERTIFICATE HOLDER**CANCELLATION**

HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S HWY BUS 281 EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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:

Debbie Shiao

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.

Dr Ivan Melendez
 Mission, TX United States

Certificate Number:
 2016-49969

Date Filed:
 05/04/2016

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:
 05/04/2016

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.

C-16-089-05-10
 Medical 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

RE: Assistance with Physician Contract

From : Eduardo Olivarez <eddie.olivarez@hchd.org>

Tue, Mar 22, 2016 09:19 AM

Subject : RE: Assistance with Physician Contract

📎 1 attachment

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Victor Garza' <victor.garza@da.co.hidalgo.tx.us>**Cc :** 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>, 'Josephine Ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>, connie sanchez <connie.sanchez@mail.hchd.org>, Mike Escaname <mike.escaname@hchd.org>

Mrs. Salazar,

Our Pulmonary Team has exhausted all possible methods to deal with the case load of TB clients, after the State Physician retired abruptly. Dr. Melendez had been covering the caseload while the State Department of Health is searching to hire a replacement physician. However, Dr. Melendez had to address and unplanned medical procedure requiring an extended recovery, which will have him out for the next 3 to 4 weeks. I feel that there is an urgent need to establish a contract with a physician who can assist in addressing the Physician requirements with these cases.

I am recommending 3 to 4 months of coverage, which will afford us the time to work with the State and work on alternate plans for physician coverage which is provided by the State. Our Pulmonary Team Coordinator, Clinical Services Director and I have recommended Dr. Eduardo Candanosa for possible coverage. I have reviewed this possible action with Dr. Melendez and he felt that we must take into account the patient needs and medical requirements. He supported the development of a temporary solution. I feel that we can use funds from our 1115 program to help finance this venture. I am open to any recommendations on how best resolve this urgent situation.

Respectfully,
Eddie Olivarez

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 09, 2016 1:53 PM
To: Victor Garza; Eddie Olivarez
Cc: Yolanda Velasquez; Josephine Ramirez
Subject: Re: Assistance with Physician Contract

Counselor:

Have you heard anything further from Mr. Olivarez regarding the engaging of this physician for a short term engagement?

Thanks,
Marty S.

----- Original Message -----

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, March 9, 2016 10:44:12 AM
Subject: Assistance with Physician Contract

Good morning Mrs. Marty,

I was wondering if you have heard anything on this.. Will it be exempted? I never received additional information other than what was initially provided. I did talk to Gloria (Nurse) she said that the Dr. Richard J. Wing was a "Family Practice MD and Tuberculosis

Specialist. I had attached a "Draft" I had worked on for a short term not to exceed \$50,000.00 Service Contract.

Please advise..

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----

From: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wednesday, February 17, 2016 9:48:45 AM
Subject: Fwd: Assistance with Physician Contract

Good Morning, Yoli

As per Ms. Marty directive she asked to please work on this project, (see emails below for more information) this contract is for a 6 months not to exceed 50,000. Am trying to find a commodity code I'll let you know

Respectfully,

Elena Gomez, Procurement Process Coordinator

Hidalgo County Purchasing Dept.

2812 S Bus. Highway 281

Edinburg, Texas 78539

(956) 318-2626 x 4855

(956) 292-7612

elena.gomez@co.hidalgo.tx.us

----- Original Message -----

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "Eduardo Olivarez" <eddie.olivarez@hchd.org>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Friday, February 12, 2016 2:23:53 PM
Subject: Re: Assistance with Physician Contract

Thanks, Counselor.

----- Original Message -----

From: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Eduardo Olivarez" <eddie.olivarez@hchd.org>
Sent: Friday, February 12, 2016 2:19:59 PM
Subject: RE: Assistance with Physician Contract

Fyi...spoke with Mr. Olivarez. He will move to get information from physicians that may be considered for an exemption.

Thank you.

Victor M. Garza

Assistant District Attorney

Civil Division

Office of the Criminal District Attorney

Hidalgo County, Texas

100 N. Closner RM 303

Edinburg, Texas 78539

(956) 292-7609 EXT. 8185

(956) 318-2079 FAX

victor.garza@da.co.hidalgo.tx.us

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From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 12, 2016 1:58 PM
To: Eduardo Olivarez
Cc: Josephine Ramirez; victor garza; Valde Guerra
Subject: Re: Assistance with Physician Contract

Mr. Olivarez:

Did you have the opportunity to discuss this project with Hon. Victor Garza, Asst. DA? We conferenced this morning and he mentioned he would be contacting you to discuss. Reason I ask is that will determine what our plan of action as to securing this contract. Let me

know. In the meantime, I will commence the assigning of the project to a Buyer.

Yours truly,

Marty S.

----- Original Message -----

From: "Eduardo Olivarez" < eddie.olivarez@hchd.org >
To: "Martha Salazar" < martha.salazar@co.hidalgo.tx.us >, "Josephine Ramirez" < josephine.ramirez@da.co.hidalgo.tx.us >, "victor garza" < victor.garza@da.co.hidalgo.tx.us >
Cc: "Valde Guerra" < valde.guerra@co.hidalgo.tx.us >
Sent: Friday, February 12, 2016 11:42:58 AM
Subject: RE: Assistance with Physician Contract

Mrs. Salazar

Thank you for your support - Additionally I am attaching a brief summary of services needed for a TB contract Dr. In the event that you need specific clinical information please contact Gloria Salinas, RN TB Program Manager at extension 7285.

Thanks

Eddie Olivarez

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 11, 2016 1:47 PM
To: Josephine Ramirez; victor garza
Cc: Valde Guerra; eddie olivarez
Subject: Fwd: Assistance with Physician Contract

Counselors:

Please review the situation that Mr. Eddie Olivarez details below. It appears that there is an urgent and necessary need to contract [as he states] a physician [either a Pulmonary Specialist or a Physician that has a strong background in treating tuberculosis]. Short of an RFP w/Q can an exemption be contemplated? Mr. Olivarez does advise that there appears to be interest by a couple of physicians. Would their credentials and curriculum suffice [with Mr. Olivarez' evaluation of information]? Let me know what you think.

Thanks,
Marty S.

From: "Eduardo Olivarez" < eddie.olivarez@hchd.org >
To: "Martha Salazar" < martha.salazar@co.hidalgo.tx.us >, "Valde Guerra" < valde.guerra@co.hidalgo.tx.us >
Cc: "connie sanchez" < connie.sanchez@mail.hchd.org >, "Gloria Salinas" < gloria.Salinas@hchd.org >
Sent: Thursday, February 11, 2016 1:27:48 PM
Subject: Assistance with Physician Contract

I would like to seek your input on the procedure needed to contract a physician who specializes in pulmonary medicine, or has a strong background in treating tuberculosis. The Texas Department of Health & Human Services Physician, retired without notice, hence putting our tuberculosis treatment clinic in a difficult position.

Dr. Melendez has been assisting with those duties; however, they are not factored into his current contract. Additionally, there is a great need to have a consistent schedule to be established for the patients and staff. Therefore I am seeking to explore a method to contract a physician for a six month period, in which time the State can come up with a possible physician alternative. I have reviewed this with Mr. Guerra and he feels that a temporary solution may be possible. I am considering using the 1115 Program account to pay for these temporary services. I would like to take action on this as soon as possible, or at least we can present it at Commissioners Court to obtain permission to move forward on this action. I am having my team come up with "Specifications" of duties and or an overall description of duties. I will forward those to you ASAP.

Thank you for your support.

Eddie Olivarez

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APPROVED

AI-54441

CC - REGULAR

Meeting Date: 05/10/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

By:

Department: PURCHASING DEPT.

✓ BBS
5/16/16

Purchasing Department
21. E. 1.

Yola

Information

CAPTION

A. Requesting exemptions from competitive procurement requirements under Tx Local Government Code, Chapter/Section, 262.024 (a)(2)&(4), to protect the health and safety of the residents of the county and a professional service;

B. Acceptance and approval of a short term 120 days contract with **Ivan G. Melendez, M.D.**, for the provision of Physician Services (TB Clients) for the Hidalgo County's Department of Health and Human Services and subject to HB-1295 and/or HB23 when and/if applicable. ✓

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-444-00-240-005-0-339
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funds available as of 5/4/16.

Attachments

[TX Local Government Code 262.024](#)

[Email from Mr. Olivarez](#)

[Ivan Melendez-MD-INFO](#)

[HB 1295-Letter Request-Dr. Melendez](#)

[Contract-Reviewed-Legal.pdf](#)

[Legals-Review-Contract.pdf](#)