

Regional Linear Park Project | 09/30/18 | 11327190 | \$ 2,250.05 | 779803

*Subject to 1295 Correction ab co. name*

T. AI-66938 1. Approval to exercise the one-year extension as provided in original contract C-16-379-11-15: "Professional Physician Services for Inmates" with John Lung, M.D. for Hidalgo County Sheriff's Office with amended exhibit(s) as drafted by DA/Civil Section to clarify all services included under the rates, terms and conditions effective November 16, 2018, through November 15, 2019.

2. Approval to exercise the one-year extension as provided in original contract C-16-379A-11-15: "Professional Physician Services for Inmates" with Ivan G. Melendez, M.D. for Hidalgo County Sheriff's Office with amended exhibit(s) as drafted by DA/Civil Section to clarify all services included under the rates, terms and conditions effective January 1, 2019, through December 31, 2019.

U. AI-67109 Requesting approval to exercise the Sixty (60) day grace period extension, (as indicated in contract: C-17-159-09-05), for the purpose of "Purchase of Mosquito Control Chemical", for Hidalgo County Health Department, under the same rates, terms and conditions with ADAPCO, Inc., effective December 15, 2018 - February 12, 2019 or upon completion of the procurement process, whichever comes first and is most advantageous to Hidalgo County.

V. AI-66890 Requesting approval to exercise the Sixty (60) day grace period extension, (as indicated in the current lease agreement E-13-177), for the purpose of "Lease of Office Space to House Hidalgo County Urban Co. Program"; under the same rates, terms and conditions with CHCT Texas, LLC., effective: Dec. 27, 2018 - Feb. 24, 2019 or upon completion of the procurement process, which ever comes first and is most advantageous to Hidalgo County.

W. AI-66603 Requesting authority to exercise the One (1) year Renewal/Extension, as provided/stated in the current contract agreement C-17-209, under the same rates, terms, and conditions with Lhoist North America of Texas, LTD, for the purpose of "Lime Road Material and Services" effective: 11/21/18 -01/18/19, new contract: E-18-236-10-09.

*corrective 20*

X. AI-67070 Approval of the addition of fuel cards/users including, but not limited to, the following:

1. Hidalgo County Sheriff's Office- Fuel Cards and Drivers
2. Hidalgo County Pct No. 3 - Fuel Cards and Drivers
3. Hidalgo County Facilities Management - Enterprise Leased - Fuel Cards
4. Hidalgo County Criminal District Attorney's Office (HIDTA Task Force) - Fuel card/driver
5. Hidalgo County Constable Precinct No. 2 - Add Driver
6. Hidalgo County Constable Precinct No. 3 - Add Driver
7. Hidalgo County Tax Office - Add Driver



STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**FIRST AMENDMENT TO CONTRACT  
#C-16-379A-11-15**

This **AMENDMENT** to the **CONTRACT** is made this 23rd day of October of **2018** by and between **Hidalgo County, Texas**, a political subdivision of the State of Texas (hereinafter "County") and **Ivan G. Melendez, M.D.** (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioner's Court.

**WHEREAS**, Hidalgo County and Physician entered into a Contract for Services on November 15, 2016 (the "CONTRACT") in which the Physician agreed to provide professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients") as described in the Contract; and

**WHEREAS**, said Contract expires on December 31, 2018, and the Contract provides that it may be extended for two (2) one (1) year options reserved solely with the County, and

**WHEREAS**, the County wishes to exercise its unilateral option to extend the Contract for an additional one (1) year period pursuant to the contract terms; and

**WHEREAS**, the County and Physician, due to certain circumstances, require further clarification of the terms of the Contract and hereby require the amendment of the Contract to include the following additions and modifications; and

**WHEREAS**, the Contract allows the parties to modify or amend the Contract terms by mutual written agreement; and

**WHEREAS**, the parties desire to amend the Contract as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions of this First Amendment to the Contract, both parties hereby agree to the following amendments to the Contract.

1. ***Exhibit "B" HIDALGO COUNTY - SHERIFF'S OFFICE- "PHYSICIAN SERVICES FOR INMATES" shall be substituted and replaced with the new attached Exhibit "B":***
  
2. ***The following provision regarding Coverage shall be added as Number 19 to the Contract:***

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19. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate professional medical services coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the

parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for the agreed upon work schedule as indicated in Exhibit "B". **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another physician other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the County, shall result in the County having sole discretion to terminate this agreement effective immediately.

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Hidalgo County and Physician ratify and confirm the terms and provisions of the Contract as amended.

Further, as stated herein, notice is hereby given that County is exercising its unilateral option to extend the Contract for an additional one (1) year period after the expiration of the current term.

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

Hidalgo County

Physician:

By: Ramon Garcia Date: 10/23/18  
Ramon Garcia, County Judge

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ivan G. Melendez, MD

APPROVED BY  
COMMISSIONERS' COURT  
ON: 10/23/18 jms

ATTEST:

By: Arturo Guajardo, Jr. Date: 10/30/18  
Arturo Guajardo, Jr., County Clerk



Approved As To Form:  
Office of the Criminal District Attorney

By: Josephine Ramirez Solis  
Josephine Ramirez Solis, Assistant District Attorney

parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for the agreed upon work schedule as indicated in Exhibit "B". **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another physician other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the County, shall result in the County having sole discretion to terminate this agreement effective immediately.

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Hidalgo County and Physician ratify and confirm the terms and provisions of the Contract as amended.

Further, as stated herein, notice is hereby given that County is exercising its unilateral option to extend the Contract for an additional one (1) year period after the expiration of the current term.

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

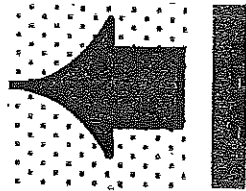
Hidalgo County

Physician:

By: Ramon Garcia Date: 10/23/18  
Ramon Garcia, County Judge

By: Ivan G. Melendez Date: 10/23/18  
Ivan G. Melendez, MD

APPROVED BY  
COMMISSIONERS' COURT  
ON: 10/23/18 jrb



ATTEST:

By: Arturo Guajardo, Jr. Date: 10/30/18  
Arturo Guajardo, Jr., County Clerk



Approved As To Form:  
Office of the Criminal District Attorney

By: Josephine Ramirez Solis  
Josephine Ramirez Solis, Assistant District Attorney

## ***Exhibit "B"***

### ***HIDALGO COUNTY – SHERIFF’S OFFICE-***

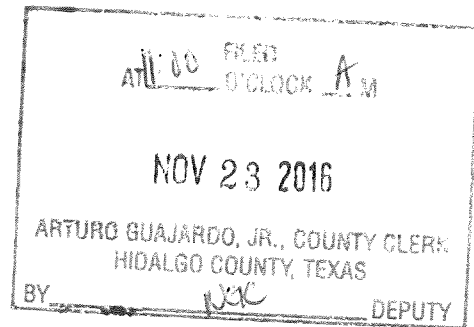
#### ***“PHYSICIAN SERVICES FOR INMATES”***

In exchange for the Negotiated Monthly Fee of **\$3,900.00**, Contracted Physician will provide clinic calls at the Hidalgo County Detention Facility to be scheduled twice a week for two hours. The clinic calls are in addition to the following Scope of Services as outlined in the Physician Contract. As noted below, clinic calls will be scheduled with the R. N. Supervisor and/or Infirmary Administrator.

**SCOPE OF SERVICES:** The Physician Services contract will encompass all project-related medical services to the County of Hidalgo, 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 limited 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 to 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 Agreement. Physician may have a qualified substitute physician render services herein requested. The substitute physician must meet the qualifications-requirements as set forth in this Agreement.
- 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.



THE STATE OF TEXAS                    §  
  §  
COUNTY OF HIDALGO                   §

CONTRACT FOR SERVICES

C-16-379A-11-15

THIS AGREEMENT is made as of the 15<sup>TH</sup> day of, November, 2016 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and Ivan G. Melendez, **M.D.** (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients" ) that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services specified, but are not limited to:
  - (a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;
  - (b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
  - (c) Conduct physical examinations of the Clients as required by the Jail;
  - (d) Conducting other evaluations and tests on each client as required by the Jail;
  - (e) Interpreting the results of any test conducted under (c) or (d) above and

- 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, 2<sup>nd</sup> 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.

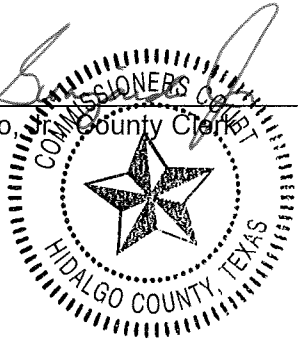
WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia  
Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo  
Arturo Guajardo, County Clerk



PHYSICIAN:  
By: Ivan G. Melendez  
Ivan G. Melendez M.D.

Approved by Commissioners' Court on: \_\_\_\_\_

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/15/16 grB

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”**  
**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](mailto: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**

**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

To obtain  
primary  
source  
verifications,  
click name

### **Advanced Practice Nurse Delegation**

**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

To obtain  
primary  
source  
verifications,  
click name

**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

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

[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 Infirmiry 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 Infirmiry 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

11/1/16



**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**



# 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

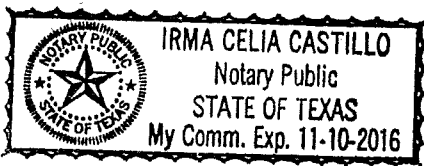
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
C16-379A-11-15  
Physician Services

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