

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO    §

**1<sup>st</sup> AMENDMENT TO SERVICE CONTRACT  
C-19-182-11-19**

This AMENDMENT to the service contract for “**Chief Physician/Health Authority for Hidalgo County Health and Human Services Department**” for **Hidalgo County** in connection to original contract **C-19-182-11-19**, effective **November 19, 2019**, by and between **HIDALGO COUNTY, TEXAS** (“County”) and **Ivan Melendez M.D.** (“Contractor”) is entered into between the parties effective this **XX** day of **MONTH 2023**.

**WHEREAS**, Company and County entered into a Contract dated **January 01, 2020**, in which Contractor agreed to provide certain services for the purpose of “**Chief Physician/Health Authority for Hidalgo County Health and Human Services Department**” for **Hidalgo County** (the “Contract”);

**WHEREAS**, Section 7 (J) titled “Entire Agreement” allows for C-19-182-11-19 to be modified or amended “only by agreement in writing executed by Department and Contractor, and not otherwise”;

**WHEREAS**, the County also wishes to exercise its option for annual renewal of the contract and to include three (3) additional one (1) year terms;

**WHEREAS**, the parties desire to amend the Contract to increase the monthly rate.

**WHEREAS**, the parties desire to amend the services required under paragraph “1”.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. The services required of a Physician for the County’s Health & Human Services under paragraph “1.” of Contract for Services C-19-182-11-19 shall be amended and replaced with “Exhibit A” Scope of Services, attached herein.

All other information on “Exhibit A” remains the same.

2. The following rates for services as indicated in “Exhibit B” of the Agreement shall be amended as follows:

The rate for **Month Rates** is amended to **\$15,000** per month.

All other information on Exhibit B remains the same.

3. Additionally, as per the agreement and at its sole discretion, the County hereby renews this contract, as amended, for an additional one (1) year term beginning January 01, 2024 and expiring December 31, 2024 and include three (3) additional one (1) year terms.

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and

effect and Company and County ratify and confirm the terms, and provisions of the Contract as amended.

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

**APPROVED BY COMMISSIONERS' COURT ON XXXX XX, 2023.**

**Agenda Item No. XXXX**

**Executive Office:** \_\_\_\_\_

**VENDOR:**

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Ivan G. Melendez, M.D.

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**  
Minutes

**SUPPLEMENTAL SIGNATURES:**  
(If Applicable)

**“EXHIBIT A”**  
**SCOPE OF SERVICES**

## **SCOPE OF SERVICES:**

The Chief Physician(s) services contract will encompass all project-related Health and Human Services Department physician services to the County of Hidalgo including, but not limited to, the following:

- a. Hidalgo County Health & Human Services will provide an office for the Physician at 1304 South 25<sup>th</sup> Avenue, Edinburg, Texas 78542.
- b. Physician will provide and maintain a medical license under which all medical activities of the Hidalgo County Health and Human Services Department employees will take place;
- c. Physician will provide standing delegation orders to Advance Clinical Practitioners and all medical staff and supervise medical procedures and practice performed by the public health medical staff for preventative health care services; as well as provide training on preventative health care services.
- d. Physician will provide medical services and established protocols and practices to implement Texas Department of State Health Services programs in Hidalgo County, including the Pre-Natal/Obstetrical, Family Planning, Women's Health, Wellness Health, Well Child, Tuberculosis Control, Sexually Transmitted Infections (STI) control and Immunization Programs, and any additional medical services, medical services contract obtained by Hidalgo County Health and Human Services;
  - The Chief Physician/Health Authority will participate in the development and operation of Hidalgo County's wellness program to the extent of providing medical services
  - The Chief Physician/Health Authority will act as Radiation Safety Officer (RSO) for the TB Program Radiology Services.
- e. Physician will ensure that county and state procedures and Standards of Practice are followed within the clinical/medical operations of the Hidalgo County Health and Human Services;
- f. Physician will assist with the diagnosis, maintenance, development and treatment of patients with communicable diseases and preventative health care services to include but not limited to:
  - Diabetes
  - Hypertension
  - Hemoglobin A1C
  - Cholesterol
  - Obesity
- g. Physician must undergo additional training/orientation to be able to screen chest x-rays for TB, assess and treat TB patients. Hidalgo County Health and Human Services will assist in the coordination of training.
- h. The Chief Physician/Health Authority must document compliance with signature log of audit and review of medical records to determine compliance in accordance with the Texas Medical Board prescribe authority.
- i. The Chief Physician/Health Authority 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.
- j. The Chief Physician/Health 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 Chief Physician/Health Authority must meet once a month at a scheduled time and place with Advance Medical Practitioners to review medical practices however; Chief Physician/Health Authority 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.
  - k. If the Advanced Clinical Practitioner is not available, Hidalgo County Health and Human Services will coordinate with Physician to arrange coverage at the Hidalgo County Health Clinics.
  - l. Physician must be onsite 2 – 4 hours per week and participate in a therapeutic committee once a month.
  - m. Serving as Chief Physician/Health Authority 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;
  - n. The Chief Physician/Health Authority must report any problems in operations of the Hidalgo County Health & Human Services Department's clinic facilities to the Department Chief Administrative Officer (CAO). The Health Chief Physician/Health Authority may assist the Chief Administrative Officers (CAO) in a collaborative resolution to any clinical operations.
    - The Chief Physician/Health Authority will collaborate with CAO and support teams to determine the course of action in the event of a public health emergency.
  - o. The Chief Physician/Health Authority 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;
  - p. The Chief Physician/Health Authority 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.
  - q. The Chief Physician/Health Authority 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.
  - r. The Chief Physician/Health Authority will be responsible to coordinate coverage by a licensed Physician at a minimum in the event of a scheduled or unscheduled absence. The Chief Physician/Health Authority must notify the Chief administrative officer on any of the planned or unplanned leave. The substitute Physician must meet all requirements of Texas Medical Board and Hidalgo County. The Chief

Physician/Health Authority will be responsible to compensate and oversee the substitute Physicians professional actions.

- s. In the event Hidalgo County exercises its' option to terminate as further described herein the Chief Physician/Health Authority agrees to continue to render all services until such time as new Chief Physician/Health Authority contract is awarded.;
- t. The Chief Physician/Health Authority 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 Chief Physician/Health Authority shall be reimbursed by the County in the same amount and manner as for Hidalgo County Employees;
- u. The Chief Physician/Health Authority 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.
- v. HIPAA & DUA Agreements-The Chief Physician/Health Authority 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.
- w. The Chief Physician must attend and provide a certificate of completion as per Federal and State grant requirements for the following trainings:
  - HIPAA
  - House Bill 300
  - TB, HIV, STD, HEP B, Security
  - Cybersecurity