

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**1st AMENDMENT TO THE SERVICE CONTRACT
C-20-401-11-17**

This **AMENDMENT** to the service contract for “**Physician Services for Inmates**” for **Hidalgo County** in connection to original contract **C-20-401-11-17**, effective **January 01, 2021**, by and between **HIDALGO COUNTY, TEXAS** (“County”) and **Ivan G. Melendez M.D.** (“Contractor”) is entered into between the parties effective this **20th** day of **February 2024**.

WHEREAS, Contractor and County entered into a Service Contract dated **November 17, 2020**, in which Contractor agreed to provide certain services for the purpose of “**Physician Services for Inmates**” for **Hidalgo County** (the “Contract”);

WHEREAS, Section 5 titled “**TERM**” of the Service Contracts was for an initial term of three (3) years, ending on December 31, 2023, with the option to renew for an additional one (1) year period;

WHEREAS, on December 19, 2023, Parties exercised the one year renewal, ending on December 31, 2024;

WHEREAS, Parties desire to extend the service contract for an additional three (3) year period, to increase the monthly rate, and include a newly revised “**Exhibit A**”;

WHEREAS, Section 8 (j) titled “**Entire Agreement**” allows for C-20-401-11-17 to be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

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 Contractor hereby agree to the following amendment to the Service Contract:

1. Section 5 “**TERM**” of the Service Contract is amended, and/or modified to include:

“At the conclusion of the first term and final extension as provided in the initial service contract, an additional three (3) year term shall commence under the same terms, and conditions.
2. “**Exhibit A: Scope of Services/Requirements**” of the Agreement shall be substituted and replaced with the newly revised “**Exhibit A: Scope of Services/Requirements**” attached herein.
3. The following rates for service as indicated in “**Exhibit B: Memorandum**” of the Agreement shall be amended as follows:

The rate for Best and final offer of the proposed contract rate is amended to **\$15,000** per month.

All other information on Exhibit B remains the same.

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

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

SIGNATURE PAGE TO FOLLOW

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON February 20, 2024.

Agenda Item No. 94267

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:

ADA NAME, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
Minutes

SUPPLEMENTAL SIGNATURES:
(If Applicable)

**"EXHIBIT A:
SCOPE OF
SERVICES /
REQUIREMENTS"**

EXHIBIT “A”

Scope of Services/Requirements

The contracted Physician will provide onsite clinic hours at the Hidalgo County Detention Facility for a minimum of six (6) hours a week and will provide unlimited service calls twenty-four (24) hours a day, seven (7) days a week. The onsite clinic hours and service calls are in addition to the following Scope of Services as outlined in the Physician Contract.

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. Together with a nurse, provided at the sole cost and expense of the Department, will conduct and oversee onsite clinic hours 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;
- b. Provide standing delegation orders to nurse practitioners, nurses, and supervise medical procedures;
- c. Conduct physical examinations of the Clients as required by the Department;
- d. Conduct other evaluations and tests on each Client as required by the Department;
- e. Timely review and interpret the results of any test conducted under (c) or (d) 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 and lab analysis) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
- f. Physician(s) shall perform intravenous treatment at the Infirmary including but not limited to:
 - a. Intravenous antibiotics
 - b. Intravenous hydration
 - c. Laceration repairs
 - d. Incision and drainage of abscess
 - e. Splinting and management of simple fractures.
- g. Physician(s) shall assume the initiative to provide limited mental health services such as medication management of depression, substance withdrawal and anxiety.
- h. Physician(s) shall assist Tropical Texas with management of bipolar, schizophrenia, and psychotic behavior.
- i. 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;
- j. Physician(s) shall provide consultation, hands-on treatment, and other related medical services to inmates while assessing their health needs and design treatment plans during regularly scheduled visits to the Jail facilities;

- k. Physician(s) shall refer inmates to a hospital, specialty clinic, or on their service for treatment, care or hospitalization whenever the health care required is beyond the resources available in the jail; Physician shall assist and discuss the current needs of the patients and the resources that are available at our facility.
- l. Physician(s) shall oversee the preparation, maintenance, and submission of all records that are designated, required, or prescribed by either the Department or the Texas Commission on Jail Standards;
- m. Physician(s) shall permit the 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;
- n. 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;
- o. 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;
- p. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this Agreement.

REQUIREMENTS:

1. The physician must provide onsite clinic hours three (3) times a week – minimum of 2 hours per day.
2. The physician must be onsite at the Hidalgo County Detention Facility or may have their nurse practitioner or Physician's Assistant present in his absence.
3. The physician must provide a 24-hour notice of his expected arrival for his onsite clinic hours at the Hidalgo County Detention Facility.
4. In addition to the onsite clinic hours, the physician must provide unlimited service calls 24 hours a day, 7 days a week, except when out of town;
5. The physician must provide a weeks' notice when they are expected to be absent for an extended period of time exceeding forty-eight (48) hours.
6. 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; and the 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.
7. 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;

LICENSES/CERTIFICATIONS:

1. Must be registered and licensed to practice medicine by the Texas Board of Medical Examiners. Include a copy of current/valid license;
2. Must hold and maintain current/valid certificate by the Drug Enforcement Agency, and the Texas Department of Public Safety Controlled Substances Registration listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmery Department;
3. Revocation or suspension of the Physician's medical license will result 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 Executive Order 12549, Debarment and Suspension, 45 CFR part 76; (Debarment certification is attached for your convenience.)
4. The physician(s) shall 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;