



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: MS

VENDOR:

COUNTY:
COUNTY OF HIDALGO

Ivan Melendez
Ivan Melendez (Feb 20, 2024 17:15 CST)
Ivan G. Melendez, M.D.

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

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

ATTEST:

Michelle Lopez
Michelle Lopez (Feb 21, 2024 09:06 CST)
Michelle Lopez, Assistant District Attorney

Arturo Guajardo Jr
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 Infirmary 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;

TEXAS MEDICAL BOARD

IVAN GILBERTO MELENDEZ BAEZ, MD

LICENSE NUMBER
H5188

EXPIRATION DATE
11/30/2024

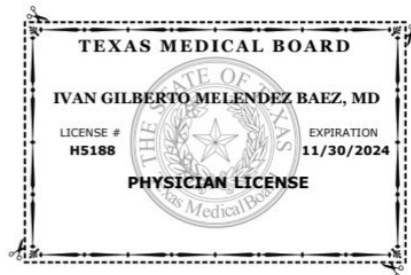
AUTHORIZED FOR
OFFICE BASED ANESTHESIA
No



PHYSICIAN LICENSE

PLEASE VISIT WWW.TMB.STATE.TX.US TO VIEW THE CURRENT STATUS OF THIS LICENSEE

This certifies that the licensee/permit holder named and numbered hereon has provided this board the information required and has paid the fee for registration for the period indicated above. Please keep this board notified of change of address.





April 29, 2024

Policy/ID #1-107893
Ivan Gilberto Melendez Baez, MD

**CLAIMS-MADE
CERTIFICATE OF INSURANCE
PROFESSIONAL LIABILITY COVERAGE**

Insured: **Ivan Gilberto Melendez Baez, MD**

Policy Period: **01/03/2024 to 01/03/2025**
(All dates are as of 12:01am standard time)

Retroactive Date: **01/03/2002**

Initial Coverage Date: **01/03/2002**

Policy Limits: **\$200,000/\$600,000**

This policy provides coverage in the state of Texas.

Claim/Suit experience in the last 10 year(s): Please see attached

This Certificate of Insurance does not amend, extend or alter the coverage afforded under the above reference policy. Should coverage be amended, altered, or cancelled, the obligation to notify the certificate holder, if any, is solely that of the Insured and failure to provide such notice shall impose no obligation or liability of any kind upon TMLT, its agents or representatives.

This document is supplied for information purposes only, and does not confer any rights or obligations other than those described in the policy. The terms of the policy control over the terms of this document.

A handwritten signature in cursive script that reads "Carol Mello".

Carol Mello
Underwriter



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2024

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 have ADDITIONAL INSURED provisions or 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 	CASSANDRA L ALANIZ STATE FARM 2355 N EXPRESSWAY SUITE 7 BROWNSVILLE, TX 78521	CONTACT NAME: JESUS@CASSANDRASF.COM
		PHONE (A/C, No, Ext): 9565254116 FAX (A/C, No):
		E-MAIL ADDRESS: JESUS@CASSANDRASF.COM
		INSURER(S) AFFORDING COVERAGE
		INSURER A : State Farm Mutual Automobile Insurance Company
		NAIC # 25178
INSURED DR. IVAN MELENDEZ 3304 N BRYAN RD MISSION, TX 78572	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			518 2717-D25-53	04/25/2024	10/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							UMBI 500000 UMPD 50000

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

2012 CHRYSLER FIAT 500C

VIN: 3C3CFFER0CT119149

CERTIFICATE HOLDER HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S HWY 281 EDINBURG, TX 78539	CANCELLATION 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 Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

3. AI-94278 Requesting approval to award job order contractor, Herrcon, LLC, through HC's membership with BuyBoard (JOC Contract No. 581-19), for the "Jackson Creek Elections Roof Repair" project, in the total amount of \$53,187.55; with the authority to issue a Notice to Proceed upon receipt of the required payment bond.

H. Elections Department

1. AI-94187 Requesting approval to purchase five-hundred (500) units of thermal ballot stock paper for voting machines from Sole Source vendor, Hart Intercivic, Inc. in the total amount of \$148,000.00

I. Tax Office

1. AI-94078 A. Requesting exemption from competitive bidding requirements pursuant to Texas Local Gov't Code 262.024(a)(7)(A), items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
B. Acceptance and approval of the "Sole Source Declaration" for Cummins Allison for any and all patented software services to be utilized by HC, with said declaration to remain in effect while the declaration is in place or until revoked by HCCC;
C. Requesting approval to enter into a one (1) year "Preventative Maintenance Inspection Agreement", between HC Tax Office and Cummins Allison, with authority for County Judge to sign all required documents.

APPROVED

J. Sheriff's Office

1. AI-94267 Requesting acceptance and approval of Amendment No. 1 (C-20-401-11-17) for "Physician Services for Inmates" between Hidalgo County and Ivan G. Melendez M.D. to include an additional three (3) year term, a new revised Scope of Services, and to amend the monthly rate with authority for the County Judge to sign all required documents.

2. AI-94281 Requesting approval to purchase ammunition through Hidalgo County's membership with BuyBoard Purchasing Cooperative (Contract No. 698-23), awarded vendor Precision Delta Corporation in the total amount of \$53,095.66, with authority for County Judge to sign all required documents.

25. Executive Office:

- A. Presentation for discussion of the following:
1) New Courthouse Project Updates
2) Update on ongoing county owned building construction, relocation and/or renovation repair projects
3) Emergency situations occurring since last agenda meeting

- B. AI-94231 Presentation of 2022 Annual Library Report & E-Library Update

water pipe burst P.A. 3 La Mansico last night.
2023 Yenni Espinoza / Adolfo Garcia

26. Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, (Consultation with Attorney), 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development) to discuss the following:

- A. Real Estate Acquisition












Amendment No. 1 to C-20-401-11-17

Final Audit Report

2024-02-22

Created:	2024-02-20
By:	Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3nrDLuUb9esNI5ewl2xr0xQ7-jQrUutj

"Amendment No. 1 to C-20-401-11-17" History

-  Document created by Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
2024-02-20 - 11:07:22 PM GMT
-  Document emailed to ivanmelendez1960@hotmail.com for signature
2024-02-20 - 11:08:33 PM GMT
-  Email viewed by ivanmelendez1960@hotmail.com
2024-02-20 - 11:08:45 PM GMT
-  Signer ivanmelendez1960@hotmail.com entered name at signing as Ivan Melendez
2024-02-20 - 11:15:19 PM GMT
-  Document e-signed by Ivan Melendez (ivanmelendez1960@hotmail.com)
Signature Date: 2024-02-20 - 11:15:21 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2024-02-20 - 11:15:22 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2024-02-21 - 2:52:27 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2024-02-21 - 2:53:32 PM GMT - Time Source: server
-  Document emailed to michelle.lopez@da.co.hidalgo.tx.us for signature
2024-02-21 - 2:53:34 PM GMT
-  Email viewed by michelle.lopez@da.co.hidalgo.tx.us
2024-02-21 - 3:06:26 PM GMT
-  Signer michelle.lopez@da.co.hidalgo.tx.us entered name at signing as Michelle Lopez
2024-02-21 - 3:06:41 PM GMT



 Document e-signed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)

Signature Date: 2024-02-21 - 3:06:43 PM GMT - Time Source: server

 Document emailed to countyjudge.contracts@co.hidalgo.tx.us for signature

2024-02-21 - 3:06:45 PM GMT

 Email viewed by countyjudge.contracts@co.hidalgo.tx.us

2024-02-21 - 7:21:25 PM GMT

 Signer countyjudge.contracts@co.hidalgo.tx.us entered name at signing as Richard F. Cortez

2024-02-21 - 7:24:30 PM GMT

 Document e-signed by Richard F. Cortez (countyjudge.contracts@co.hidalgo.tx.us)


Signature Date: 2024-02-21 - 7:24:32 PM GMT - Time Source: server

 Document emailed to daniela.garza@co.hidalgo.tx.us for approval

2024-02-21 - 7:24:35 PM GMT

 Email viewed by daniela.garza@co.hidalgo.tx.us

2024-02-21 - 7:31:21 PM GMT

 Signer daniela.garza@co.hidalgo.tx.us entered name at signing as Daniela Garza

2024-02-21 - 8:38:52 PM GMT

 Document approved by Daniela Garza (daniela.garza@co.hidalgo.tx.us)


Approval Date: 2024-02-21 - 8:38:54 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2024-02-21 - 8:38:56 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us


2024-02-21 - 8:53:23 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.

2024-02-21 - 8:55:03 PM GMT

 Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2024-02-21 - 8:55:05 PM GMT - Time Source: server

 Document emailed to Daniela E. Garza (daniela.garza@co.hidalgo.tx.us) for approval

2024-02-21 - 8:55:07 PM GMT

 Email viewed by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

2024-02-22 - 2:49:49 PM GMT

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

Approval Date: 2024-02-22 - 2:50:11 PM GMT - Time Source: server



✔ Agreement completed.

2024-02-22 - 2:50:11 PM GMT



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

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

Ivan G Melendez MD
 Mission, TX United States

Certificate Number:
 2024-1123770

Date Filed:
 02/14/2024

Date Acknowledged:

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.

20-401
 Chief 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 UNSWORN DECLARATION

My name is Ivan Gilberto Melendez, and my date of birth is 01-31-1960.

My address is 3304 N Bryan Rd, Mission, Tx, 78573, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 14 day of February, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

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

Certificate Number:
 2024-1123770

Date Filed:
 02/14/2024

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:
 02/14/2024

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.
 20-401
 Chief 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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

I. District Attorney:

- 1. AI-93537 Requesting approval to renew for one (1) year with NMS Labs (prior exempted services presented in AI-83952 on 12/28/21) and utilize the current price fee schedule services to include various postmortem toxicology reports, on an as needed basis through submission of, Analysis Requisition and Chain of Custody form.
- 2. AI-93593 Requesting approval to enter into a 36 monthly Ethernet service term with SmartCom Telephone, LLC through Hidalgo County's Membership with TIPS Cooperative (Contract #230105) in the amount of \$449.00 per month, with authority for County Judge to sign all required documentation.
- 3. AI-93551 Requesting Commissioners' Court approval, pursuant to Article 3, Section 52(a) of the Texas Constitution, to purchase promotional items to include journals/notebooks, drawstring backpacks, plastic bottles, ceramic mugs, magnets, pencils, tent(s), lapel pins, lanyards, banners, table covers, plastic bags, customized picture/article frames, recognition plaques/ challenge coins, banners, presentation folders, flyers, instructional & informational booklets/pamphlets/brochures, challenge coin boxes, spin wheel(s) and any other related items deemed necessary as part of public purpose efforts for the period of 01/01/2024 - 12/31/2024.

J. Human Resources:

- 1. AI-93437 Requesting authority to exercise the final (3rd) one (1) year extension for "Cobra Administration Services" with Connect Your Care, LLC under the same rates, terms and conditions.

K. Sheriff's Office:

- 1. AI-93594 A. Requesting approval of the following Change Directive in connection with the Renovations and Repairs to the Leased Willacy County Detention Facility project(C-22-0661-05-30) from the contracted vendor, Noble Texas Builders, LLC:

Description	Amount
Change Directive #20 - Roof Top Unit Hook up / Start-up	\$5,693.00

- B. Requesting authority for the HC Sheriff, Designee or the County Judge to sign all required documentation.

- 2. AI-93539 Requesting approval to exercise the first (1st) of three (3) available renewals on with Tropical Texas Behavioral Health for the provision of "Screening Assessment & Psychiatric Evaluations for Inmates " (C-20-403-12-15), under the same rates, terms and conditions.

APPROVED

- 3. AI-93320 Requesting approval to exercise the first and final one (1) year extension as provided in the current contract (C-20-401-11-17) for Physician Services for Inmates under the same rates, terms, and conditions with Dr. Ivan Melendez.

L. Urban County:



NOTICE

December 7, 2023

Ivan G. Melendez, M.D.
3304 N. Bryan Rd.
Mission, Texas 78573

Delivered via email:
ivanmelendez1960@hotmail.com
Term: 01/01/2024 – 12/31/2024

Re: **Extension 1 of 1 for Contract #: C-20-401-11-17**
“Physician Services”

Dear Dr. Melendez,

This letter is to notify you that Hidalgo County has chosen the option to exercise final one (1) year extension under the **same rates, terms, and conditions** for the above referenced project. To proceed, please return the following to Hidalgo County Purchasing Department via email to ived.sepulveda@co.hidalgo.tx.us no later than **3PM on Wednesday, December 13, 2023**:

1. Certificate of Interest Parties – Form 1295 [Link to File Form \(state.tx.us\)](http://state.tx.us)
 - a. On box 3, please reference – **20-401**
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the next available Commissioners' Court meeting for approval. Failure to submit all items requested in a timely manner, may result in delay of award.

Ivan G. Melendez, M.D.

Authorized Representative Name

Signature

12/11/2023

Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Ived Sepulveda, Contract Specialist I, at (956) 318-2626, extension 4861.

Sincerely,

Ignacio Amezcua, MBA, CTCM, CTCD
Hidalgo County Purchasing Director




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2023

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 have ADDITIONAL INSURED provisions or 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  CASSANDRA L ALANIZ STATE FARM 2355 N EXPRESSWAY SUITE 7 BROWNSVILLE, TX 78521	CONTACT NAME: JESSE MENDIOLA PHONE (A/C, No, Ext): 956-525-4116 E-MAIL ADDRESS: JESUS@CASSANDRASF.COM	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Farm Lloyds	NAIC # 43419
INSURED DR. IVAN MELENDEZ 3304 N BRYAN RD MISSION, TX 78572	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			90-GT-R031-7	11/08/2023	11/08/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ 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)

GENERAL LIABILITY POLICY

CERTIFICATE HOLDER**CANCELLATION**
 HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT
 2812 S HWY 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

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Ivan Melendez MD
 Mission, TX United States

Certificate Number:
 2023-1102539

Date Filed:
 12/10/2023

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.

20-401
 Chief 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 UNSWORN DECLARATION

My name is Ivan Melendez, and my date of birth is 01/31/1960.

My address is 3304 N Brayn Rd, Mission, Tx, 78573, Hidalgo.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 11 day of December 2023.
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Ivan Melendez MD
Mission, TX United States

Certificate Number:
2023-1102539

Date Filed:
12/10/2023

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:
12/12/2023

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.

20-401
Chief 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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

14G.18 Purchasing - Fac Mgmt

P 1/4

(a)(1): an item that must be purchased in case of a public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens; (2) an item necessary to preserve and protect the public health and safety of the citizens;

P 1/4

C. Requesting approval for the purchase of Turnkey Services (hardware, accessories and installation) for the Countywide Automatic Doors Project through ProSound, Inc. dba Mood in the total amount of \$799,900.00, under Requisition#00423870.

H. Sheriff's Office

OK

1. AI-78311

P 4/1

A. Requesting approval of Work Authorization #3 (estimated cost \$13,121.94) as submitted by engineer B2Z Engineering to provide preliminary design and construction management for Hidalgo County Sheriff's Office Memorial Wall project located in Precinct 4.

P 1/4

B. Pursuant to current agreement provision, B2Z Engineering is requesting authorization to subcontract Chanin Engineering for structural engineering analysis and design of Memorial Wall.

2. AI-78257

OK Pct. agreement

P 2/4

Presentation of sealed quotes received for the purpose of award and approval of the contract to the responsible vendor submitting the lowest and best quote [while meeting all specifications and/or requirements as attached hereto] but in no event to exceed the statutory bid threshold of \$50,000 for all Hidalgo County Law Enforcement Agencies "Purchase of Straw/Felt Hats" with Milano Hat Company.

3. AI-78248

OK

P 1/4

A. Approval of exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section 262-024 (a)(4), a professional service;

P 4/1

B. Pursuant to Government Code 2254 [demonstrated competence] acceptance and approval of negotiated contract, C-20-401-11-17, with Ivan G. Melendez, MD for the provision of "Physician Services for Inmates" for the Hidalgo County Sheriff's Office Adult Detention Center.

15.

Executive Office: Valde

A.

no

Presentation for discussion of the following:

- 1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
- 2) Emergency situations occurring since last agenda meeting

16.

AI-78310

OK

P 1/2 →
P 1/4 →

Discussion, consideration and possible action regarding:

A. County response to disaster/health emergency:

i. CARES Act Funds —

ii. Memorandum of Understanding (MOU) with the ESD No. 2 - *sub. to final legal*

iii. Memorandum of Understanding (MOU) with First Responders - Ambulance Companies

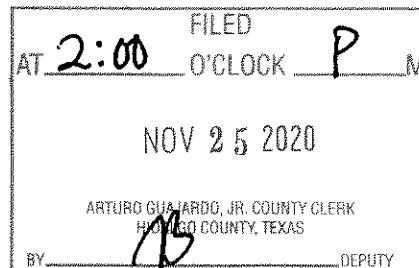
B. Measures necessary to preserve public health and safety

C. Direction regarding County government operations, including but not limited to essential functions — *continue CDC guidelines, etc.*

17.

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas



THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

**CONTRACT FOR SERVICES
C-20-401-11-17**

THIS AGREEMENT is made as of the 17th day of **November 2020** 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, pursuant to Texas Government Code Section 2254.004 and Section 262.024, "The Professional Services Procurement Act," the County can select and contract with a professional services provider on the basis of demonstrated competence and qualifications to perform the services; and for a fair and reasonable price to assist the County by providing said services; and

WHEREAS, County desires to contract with a competent licensed physician to provide professional medical and related services for Hidalgo County, specifically, the residents of the Hidalgo County Adult Detention Facility (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, the parties recognize that medical and related services require the training, experience, and qualifications necessary to practice in the profession of medicine; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for the Hidalgo County Adult Detention Facility (the “Jail”) in accordance with recognized medical or related standards and the terms and conditions set forth in this Agreement; and

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 required of a Physician as specified in the “Scope of Services/Requirements” attached as **Exhibit “A”** and incorporated herein for all purposes. These services include, but are not limited to the following:
 - (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, 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, the Physician will conduct and/or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services four (4) hours 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) Provide 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;
- (i) 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 by 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. **License.** Physician represents that he/she 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 Hidalgo County Sheriff of such suspension or revocation.

3. **Consideration.** As consideration for the above and foregoing, Physician 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 according to the negotiated monthly amount as evidenced in **Exhibit "B"** entitled "Negotiated Monthly Amount" for the services provided to the Jail. County shall not be liable for costs incurred or performances rendered by

Physician before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; or for any payment for services or activities not provided pursuant to the terms of this Contract. Physician shall be responsible for all mileage and other expenses related to the fulfillment of the requirements of the Contract.

4. **Independent Contractor.** Physician must comply with all applicable federal, state and local laws, rules, regulations, County and Jail policies. Notwithstanding the foregoing sentence, Physician represents and maintains that Physician is an independent contractor and is not an employee of the County, Texas, or any agency thereof, and represents and warrants that Physician does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's Civil Service Program. Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Physician will incur no financial obligation on behalf of the County without prior written approval of the County. Physician will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

5. **Term.** The term of this Contract shall be for a period of **three (3) years** and shall commence on **January 01, 2021** and end on **December 31, 2023** with the option to renew for an additional one (1) one (1) year period under the same rates, terms and conditions reserved solely by the County. Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

6. **Termination.** Physician agrees to give County two weeks notice of his intent to terminate the Contract; however, if County is unable to find a suitable replacement within that time, Physician agrees to continue as Physician for a period not to exceed thirty (30) additional days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement. The County may terminate this agreement with or without cause with thirty (30) days written notice to Physician.

7. 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. **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.

8. **General Provisions.**

a. Insurance. Consistent with its status as an independent contractor and at its sole expense, Contractor agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Contractor's activities and all persons, vehicles, equipment and property, connected with providing Services, to include theft and loss, and including, but not limited to professional liability insurance covering Contractor's activities in providing the services to County. Coverage shall be in the amounts specified by the County in the Procurement Packet/Specifications or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. These requirements do not establish limits of Contractor's liability. Contractor is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance contractor authorized to do business in the State of Texas and acceptable to County. Contractor shall cause all subcontractors utilized by Contractor to also

comply with these specifications. For each applicable policy, Contractor shall name the County as an additional insured. Contractor shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Contractor shall notify County in writing within 24 hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract. Contractor shall make any other insurance documentation available to County upon request. Contractor shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect (See Exhibit "C" attached hereto and incorporated herein for all purposes) within ten (10) calendar days of execution and/or renewal of this Contract on an Acord Form Certificate of Liability.

b. Assignment. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

c. Notice. 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 nd 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.

d. INDEMNIFICATION. THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY AND EXPENSES (INCLUDING COST OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEY'S 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 AGREEMENT, WHETHER SUCH ACT, OMISSION OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND AT CONTRACTOR'S EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED ABOVE.

e. Severability. 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.

f. Successors. 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.

g. Governing Law. 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.

h. Non-Exclusive. This is a non-exclusive contract and the County is not precluded from retaining the services of other physicians when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another physician.

i. 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 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. *Agreements for the*

acquisition, including the lease of real or personal property under Tex. Loc. Govt. Code §271.903: In the event that, during any term hereof, the Commissioner's 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 Contractor, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

j. 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.

k. 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.

l. Nondiscrimination: Contractor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964, as amended and its provisions and assurances provided as part of the initial procurement packet and incorporated herein and made a part of this agreement for all purposes.

m. Additional Documents: The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

n. Required Contract Provision for Contracts Subject to Federal Award (if applicable): If applicable, Contractor agrees to abide by provisions of Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards as well as required Federal

Emergency Management Agency (FEMA) contract clauses. Applicable required clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

o. Reporting and Records. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of Services provided. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days. Contractor shall make all of his records and books reasonably related to this Contract available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Contract. All documents shall be maintained and kept by Contractor as per the retention schedule provided by the Texas State Records Retention Schedule or Hidalgo County Policy. If any litigation, claim, or audit involving these records begins before the specified period expires, Contractor must keep the records and documents until all litigation, claims or audit findings are resolved.

p. Confidentiality. Contractor, including, without limitation, its employees and agents, shall not disclose privileged or confidential communications or information acquired in the course of the performance of services under this Contract, unless authorized by law. Contractor agrees to safeguard and adhere to all confidentiality, privacy and security requirements according to this Contract and the applicable federal, State and local rules and regulations for all information deemed confidential. Release of information is subject to the provisions of the Texas Public Information Act (PIA) (*See* Chapter 552 of the Texas Government Code) or otherwise required by law. Contractor shall comply with any and all applicable requirements of the Health Information Portability & Accountability Act (HIPAA), the Texas Medical Records Privacy Act (TMRPA) and other related statutes, rules and regulations in the performance of services under this Contract.

q. Government Funded Project. If Contract is funded in part by either the State of Texas or the federal government, the Contractor agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulations, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under

the terms of this Contract.

r. No Implied Waiver. Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

s. Amendments. Any amendments to this Agreement will be effective only if in writing and signed by the County and Contractor.

t. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

u. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

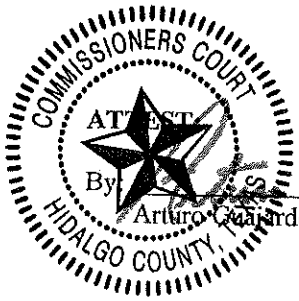
v. Authority to Execute. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

(Signature Page to Follow)

WITNESS our hands this _____ day of _____, 2020.

COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez
Richard F. Cortez, County Judge



Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

PHYSICIAN:

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

Approved by Commissioners' Court on: _____

Approved as to form:

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

By: David R. Cantu
David R. Cantu, Assistant District Attorney

APPROVED BY
COMMISSIONERS' COURT
ON: 11/17/20

Exhibit A

Requirements

EXHIBIT "A"
SCOPE OF SERVICES/REQUIREMENTS

In exchange for a Negotiated Monthly Fee, Contracted Physician will provide clinic calls at the Hidalgo County Detention Facility to be scheduled on an as needed basis for a minimum of four (4) hours a week. 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. Physician must provide sick-call hours twice a week for two (2) hours including, but not limited to, the following:

- a. Provide standing delegation orders to nurse practitioners, nurses, and supervise medical procedures;
- b. Conduct physical examinations of the Clients as required by the Department;
- c. Conduct other evaluations and tests on each Client as required by the Department;
- d. Interpret 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, provided 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. 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;
- 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 the Department or the Texas Commission on Jail Standards;
- j. 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;
- k. Physician(s) shall provide reasonable access to all records, books, reports, and other data and information needed to accomplish reviews of activities, services, and expenditures of the Department;
- l. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

- m. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;
- n. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the county, for adequate coverage during any absence by Physician. The County, through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements;
- o. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this 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; and
- 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.

Fee 5000⁰⁰ per month.

REQUIREMENTS:

Must be registered and licensed to practice medicine by the Texas Board of Medical Examiners. Include a copy of current/valid license;

Must hold and maintain current/valid certificate by the Drug Enforcement Agency, and the 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; (Debarment certification is attached for your convenience)

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;

Serving on general call 24 hours a day, 7 days a week, except when out of town;

When unavailable, the physician must make all necessary arrangements for a substitute physician to perform the duties of the correctional physician;

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

Exhibit B

TMA/TMB

&

BaFO



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Dr. Ivan Melendez

From: Tanya De Lira, Contract Specialist II
For: Martha L. Salazar, CPPB
Hidalgo County Purchasing Dept.

Date: October 29, 2020

Re: Best and Final Offer 2020-401 for -"Hidalgo County-Sheriff's Office – "Professional Physician Services for Inmates"

The current extension for the above-referenced professional service will expire on December 31, 2020, and does not have any additional extensions. In order to have no interruption in services, I will be placing this item on the agenda for approval to exempt the services on the Commissioners' Court meeting on November 10th.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the above-referenced project by no later than 10:00 a.m. on Monday, November 02, 2020.

Best and final offer of the proposed contract rate of \$ 5,000.⁰⁰.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to tanya.delira@co.hidalgo.tx.us.

Signed: 

Title: LEAD PHYSICIAN

Printed Name: Ivan Melendez

Exhibit C

Insurance

TEXAS MEDICAL BOARD

IVAN GILBERTO MELENDEZ BAEZ, MD



LICENSE NUMBER
H5188

EXPIRATION DATE
11/30/2022

AUTHORIZED FOR
OFFICE BASED ANESTHESIA
No

PHYSICIAN LICENSE

PLEASE VISIT WWW.TMB.STATE.TX.US TO VIEW THE CURRENT STATUS OF THIS LICENSEE

This certifies that the licensee/permit holder named and numbered hereon has provided this board the information required and has paid the fee for registration for the period indicated above. Please keep this board notified of change of address.

TEXAS MEDICAL BOARD

IVAN GILBERTO MELENDEZ BAEZ, MD

LICENSE #
H5188

EXPIRATION
11/30/2022



PHYSICIAN LICENSE

1:01    



InsurancelDCa...



Texas Liability Insurance Card

Progressive County Mutual Ins Co
 1-800-876-5581 (se habla español)
Effective Date: Oct 16, 2020 - Apr 16, 2021
Policy Number: 53441410
Named Insured(s):
 Ivan G Melendez
 3304 N Bryan Rd
 Mission, TX 78573

Year	Make	Model	VIN
2015	Mercedes-Benz	S550	WDDXJ8FB4FA001616
2009	Dodge	Challenger	2B3LJ74W89H562935
2011	Bmw	550	WBAFR9C5XBC758924
2005	Hummer	H2	5GRGN23U25H132503

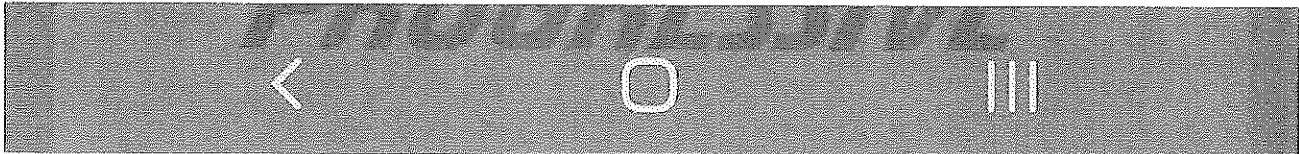
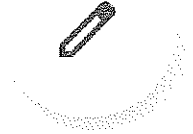
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Named Insured(s):
 Ivan G Melendez
 3304 N Bryan Rd
 Mission, TX 78573

Year	Make	Model	VIN
2018	Subaru	Outback W/Eyesight	4S4BSATC6J3342627
2019	Gmc	Sierra C1500/K1500	1GTU9FEL0KZ109926
2012	Fiat	500	3C3CFFER0CT119149
2000	Ford	F150	2FTZF172XYCA51609

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Policy Number: 53441410
Named Insured(s):
 Ivan G Melendez
 3304 N Bryan Rd
 Mission, TX 78573

Year	Make	Model	VIN
2001	Dodge	Ram 1500	1B7HC16X51S714569
1955	Rolls	Royce	DLW87
1991	Porsche	911	WP0AA2962MS480380
1995	Ford	Bronco	1FMEU15H9SLA30707

Texas Liability Insurance Card

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Policy Number: 53441410
Named Insured(s):
 Ivan G Melendez
 3304 N Bryan Rd
 Mission, TX 78573

Year	Make	Model	VIN
1982	Volkswagen	Vanagon	WV2YA0254CH148197
2018	Mercedes-Benz	C300	WDDWF4JB6JR360778
2002	Spn	Spider	550000707
1971	Chev	Cp	124871N547896

Ivan G Melendez

Crown Membership
Valued Customer Since 1999



Form A023 TX (03/11)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2020

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 have ADDITIONAL INSURED provisions or 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, TEXAS 78501	CONTACT NAME: EDUARDO PASTOR PHONE (A/C, H, Ext): 956-668-1283 FAX (A/C, H): 956-668- E-MAIL ADDRESS: EDUARDOPASTOR@AOL.COM 1874
	INSURER(S) AFFORDING COVERAGE
INSURED IVAN MELENDEZ 3304 N Bryan Rd McAllen, Texas 78504	INSURER A: Lloyd's of London
	INSURER B: Progressive
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE 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	ADDITIONAL SUBH (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	X	RCEVG	11/17/2020	11/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 100,000 PRODUCTS - COMP/OP AGG \$ 5 000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	06754310-7	06/11/20	12/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	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 EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE OTHER 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 Hidalgo County Attn:Purchasing Department 2812 S Hwy 281 Edinburg, Texas 78539	CANCELLATION 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 Eduardo Pastor
---	--

ACORD 25 (2016/03)

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Tanya Delira <tanya.delira@co.hidalgo.tx.us>

(no subject)

1 message

Ivan Melendez <ivanmelendez1960@hotmail.com>
To: Tanya Delira <tanya.delira@co.hidalgo.tx.us>

Tue, Nov 17, 2020 at 9:59 AM